TŁĮCHQ AGREEMENT

IMPLEMENTATION PLAN

Tłįchǫ Agreement Implementation Plan

QS-5368-000-EE-A1
Catalogue No. R32-240/2003E
ISBN 0-662-34972-5
Published by the Queen's Printer for Canada, 2003
© Her Majesty the Queen in Right of Canada, 2003
Cette publication peut être aussi obtenue en français sous le titre:
Plan de mise en œuvre de l'Accord tłįchǫ
QS-5368-000-FF-A1
No de cat. R32-241/2003F
ISBN 0-662-89802-8

105-00297/

TŁĮCHO AGREEMENT

IMPLEMENTATION PLAN

TABLE OF CONTENTS

IMPLEMENTATION PLAN

Legal Status of the Plan 2
Contents of the Plan 3
Term of this Agreement 3
Activity Sheets 3
Financial Payments 3
Amendment and Renewal 4

ANNEX A - IMPLEMENTATION PLAN ACTIVITY SHEETS FOR THE TŁĮCHǪ AGREEMENT

CHAPTER 2 GENERAL PROVISIONS

Continuing recognition of Treaty 11 7
Amendment of the Agreement by the Parties following a court ruling that any provisions of the Agreement are invalid 8
Amendment of the Agreement by the Parties 10
Proposal to incorporate an Aboriginal right, not already set out, into the Agreement . . 13
Consultation with the Tłı̨chǫ when preparing or amending legislation proposed to implement the provisions of the Agreement 18
Provision of government information to the Tłı̨chǫ community governments 20

CHAPTER 3 ENROLMENT

Establishment and operation of Eligibility Committee 21
Preparation of the initial Tłı̨chǫ Citizen Register 28
Maintenance of the Tłı̨chǫ Citizens Register during the initial enrolment period 31
Enrolment appeal process during the initial enrolment period after the effective date . . 35
Designation of, and functions of, the Tłı̨chǫ Government registrar 37

CHAPTER 4 RATIFICATION

Ratification by Tłı̨chǫ 40
Ratification by the Government of the Northwest Territories 44
Ratification by Canada 46
Preparation of the Voters List 48
Appeals in relation to the Voters List 50

CHAPTER 5 IMPLEMENTATION

Implementation Committee - Implementation Plan 52
Tłįchǫ Finance Committee - Tłįchǫ Government Financing Agreement 56

CHAPTER 6 DISPUTE RESOLUTION

Appointment of dispute resolution administrator 58
Approval of budget for the dispute resolution administrator 60
General functions of the dispute resolution administrator 65
Mediation 68
Arbitration 72
Surface Rights Board 77
Wek'èezhìı Land and Water Board 80
National Energy Board Act Expropriation 81

CHAPTER 7 TŁĮCHǪ GOVERNMENT

Constitution of the Tłįchǫ Government 83
Establishment of Tłįchǫ governing bodies in accordance with the Tłįchǫ Constitution . 85
Tłįchǫ Government operations 87
Delegation of powers by the Tłįchǫ Government 91
Tłįchǫ governance with respect to land, renewable and non-renewable resources, mineral rights, capital and other matters provided for in the Agreement 93
Law-making powers of the Tłįchǫ government - core management/administration 96
Law-making powers of the Tłįchǫ Government - land and resources 97
Law-making powers of the Tłįchǫ government - social, education and culture 99
Law-making powers of the Tłįchǫ government - taxation 101
Core principles and objectives for programs 102
Notice of adoptions and marriages under Tłįchǫ laws 104
Consultation with government on Tłįchǫ laws in relation to Tłįchǫ lands and resources 106
Consultation with Tłįchǫ community governments on Tłįchǫ laws in relation to heritage resources in Tłįchǫ communities 108
Consultation with the Government of the Northwest Territories on Tłįchǫ laws in relation to education, social and cultural matters 110
Consideration of Tłįchǫ culture and customs in court enforcement of Tłįchǫ laws . . . 112
Prosecution of violations of Tłįchǫ laws 113
Implementing and enforcing sanctions for violations of Tłįchǫ laws 114
Register of Tłįchǫ laws 116
Disruption in the delivery of a program or service on Tłįchǫ lands or in a Tłįchǫ community 117
Intergovernmental Services Agreement (ISA) 119
Financing agreement 121

Tłįchǫ Government laws and exercise of power in relation to international legal obligations . . . 124
Consultation with the Tłįchǫ Government with respect to Canada's international legal obligations . . . 127
Payment of band monies . . . 129

CHAPTER 8 TŁĮCHǪ COMMUNITY GOVERNMENTS

Introducing territorial legislation establishing the Tłįchǫ community governments . . . 130
Tłįchǫ community government elections . . . 131
Expanding the boundaries of a Tłįchǫ community . . . 132
Dissolution of a Tłįchǫ community government or relocation of a Tłįchǫ community 135
Establishment of new Tłįchǫ communities and Tłįchǫ community governments adjacent to Tłįchǫ lands . . . 138

CHAPTER 9 TŁĮCHǪ COMMUNITY LANDS

Amending schedule of interests in Tłįchǫ community lands (part 2 of the appendix to chapter 9) and schedule of excluded parcels (part 1 of the appendix to chapter 9) . . 141
Acquisition of an interest in Tłįchǫ community government lands by an expropriating authority . . . 144
Conveying fee simple title of lands, or other lesser title, from government to a Tłįchǫ community government . . . 145
Conveyance of former Tłįchǫ community lands to the Tłįchǫ Government . . . 147
Contaminated sites on Tłįchǫ community lands . . . 149
Property tax assistance . . . 152

CHAPTER 10 WILDLIFE HARVESTING RIGHTS

Non-Tłįchǫ harvesting of furbearers on Tłįchǫ lands or in a Tłįchǫ community . . . 153
Restriction of the right of access for harvesting to lands used for military or national security purposes . . . 154
Conflict between authorized use of land that is not Tłįchǫ land and harvesting activities . . . 156
Consultation with the Tłįchǫ Government prior to authorizing the commercial harvesting of fish or other wildlife in Mǫwhì Gogha Dè Nįįtłèè (NWT) . . . 159
Commercial wildlife activities on Tłįchǫ lands . . . 161
Lease of Crown land to the Tłįchǫ Government . . . 163

CHAPTER 11 WILDLIFE HARVESTING COMPENSATION

Compensation for losses and damages related to wildlife harvesting caused by a project wholly or partly in Mǫwhì Gogha Dè Nįįtłèè (NWT) . . . 164

CHAPTER 12 WILDLIFE HARVESTING MANAGEMENT

Establishment of the Wek'èezhìı Renewable Resources Board 166
Operation of the Wek'èezhìı Renewable Resources Board 169
Wek'èezhìı Renewable Resources Board public hearings and consultation 174
Powers of the Wek'èezhìı Renewable Resources Board 175
Wek'èezhìı Renewable Resources Board review of Parties' proposed wildlife management actions in Wek'èezhìı 178
Wek'èezhìı Renewable Resources Board determination or recommendations with respect to proposed management actions 181
Discretionary recommendations and determinations by the Wek'èezhìı Renewable Resources Board on harvest management in Wek'èezhìı 184
Review of the exercise of harvesting rights by the Wek'èezhìı Renewable Resources Board 186
Implementation of determination or recommendation of the Wek'èezhìı Renewable Resources Board by Parties following review of proposed wildlife management actions 187
Limits to harvesting in Wek'èezhìı 189
Limits to harvesting in Wek'èezhìı or Mǫwhì Gogha Dè Nı̨ıtłèè (NWT) 191
Allocation of total allowable harvest level by the Wek'èezhìı Renewable Resources Board in Wek'èezhìı 193
Allocation of total allowable harvest level by government in Wek'èezhìı and Mǫwhì Gogha Dè Nı̨ıtłèè (NWT) 195
Government permitting of commercial activities relating to wildlife, excluding fish, in Wek'èezhìı 198
Consultation with government before authorizing commercial activities relating to wildlife on Tłı̨chǫ lands 200
Establishment of agreements for management of the Bathurst caribou herd, the woodland caribou and other migrating wildlife 201
Development of Canadian positions in relation to international agreements affecting wildlife in Wek'èezhìı and Mǫwhì Gogha Dè Nı̨ıtłèè 203
Tłı̨chǫ Government representation in Canadian wildlife management regimes established under international or domestic intergovernmental agreements 205
Nominating a member on any Great Slave Lake fishery advisory or management body 206
Consideration by government of an agreement negotiated between the Tłı̨chǫ Government and another Aboriginal people regarding wildlife management in Wek'èezhìı 207
Concluding an agreement respecting how a new body with authorities under another land claims agreement and the Wek'èezhìı Renewable Resource Board will ensure that wildlife management determinations are made jointly 209

CHAPTER 13 TREES AND FOREST MANAGEMENT

Restrictions on harvesting of trees on lands throughout Mǫwhì Gogha Dè Nįįtłèè (NWT) 212
Authorization of commercial harvesting of trees in Wek'èezhìı 214
Change in the area of a commercial harvesting operation in Wek'èezhìı 216
Wek'èezhìı Renewable Resources Board recommendations on forest management in Wek'èezhìı 217
Consultation by Parties with the Wek'èezhìı Renewable Resources Board concerning forest management in Wek'èezhìı 219

CHAPTER 14 PLANTS

Restrictions on harvesting of plants on lands throughout Mǫwhì Gogha Dè Nįįtłèè (NWT) 221
Authorization of commercial harvesting of plants in Wek'èezhìı 223
Change in the area of a commercial harvesting operation in Wek'èezhìı 225
Wek'èezhìı Renewable Resources Board recommendations on the management of plants in Wek'èezhìı 226
Consultation by Parties with the Wek'èezhìı Renewable Resources Board concerning management of plants in Wek'èezhìı 228
Consultation by government with the Tłįchǫ Government before legislating to regulate or prohibit harvesting of plants in Mǫwhì Gogha Dè Nįįtłèè (NWT) 230

CHAPTER 15 NATIONAL PARKS

Tłįchǫ impact and benefit plan for a national park wholly or partly in Wek'èezhìı . . . 231
Establishment and operation of a National Park Committee for a national park wholly or partly in Wek'èezhìı 234
Functions of the National Park Committee 237
Interim management guidelines for a national park wholly or partly in Wek'èezhìı . . 239
Management of a national park wholly or partly in Wek'èezhìı 241
Changing boundaries of an existing national park wholly or partly in Wek'èezhìı or Mǫwhì Gogha Dè Nįįtłèè (NWT) 243
Restriction by government of harvesting of plants or trees in a national park which is wholly or partly in Mǫwhì Gogha Dè Nįįtłèè (NWT) 245
Manipulation of wildlife population through a controlled hunt in a national park wholly or partly in Wek'èezhìı 247

CHAPTER 16 PROTECTED AREAS

Establishment of a protected area or change of a boundary of an established protected area . . . 249
Territorial Park Management Plans . . . 251
Negotiation of management agreements for protected areas wholly or partly in Mǫwhì Gogha Dè Nı̨ıtłèè (NWT) . . . 252
Establishment of a protected area, change of a boundary, or restriction of harvesting in emergency situations . . . 254
Employment and training provisions for new protected areas wholly or partly in Wek'èezhìı . . . 256
Manipulation of wildlife populations by means of a controlled hunt in a protected area wholly or partly in Wek'èezhìı . . . 258

CHAPTER 17 HERITAGE RESOURCES

Administration of legislation or government policy respecting Tłı̨chǫ heritage resources . . . 260
Notification of discovery of heritage resources in Mǫwhì Gogha Dè Nı̨ıtłèè (NWT) . 261
Tłı̨chǫ representation on bodies with responsibilities for Tłı̨chǫ heritage resources in the Mackenzie Valley . . . 263
Land use permit guidelines respecting heritage resources in Wek'èezhìı . . . 264
Seeking advice prior to issuance of land use permits by government or a board established by government in Wek'èezhìı . . . 265
Issuance of archaeological permits on Tłı̨chǫ lands . . . 267
Issuance of archaeological permits in Mǫwhì Gogha Dè Nı̨ıtłèè (NWT) . . . 269
Return of Tłı̨chǫ heritage resources to the Northwest Territories . . . 271
Return to the Tłı̨chǫ Government of human remains and associated grave goods from Tłı̨chǫ burial sites . . . 272
Employment opportunities in relation to Tłı̨chǫ heritage resources in Mǫwhì Gogha Dè Nı̨ıtłèè (NWT) . . . 274
Recognizing Tłı̨chǫ culture and history in public information material concerning Tłı̨chǫ heritage resources in Mǫwhì Gogha Dè Nı̨ıtłèè (NWT) . . . 276
Notification of burial sites discovered outside of cemeteries in Wek'èezhìı . . . 278
Disturbance of Tłı̨chǫ burial sites on Tłı̨chǫ lands or in a Tłı̨chǫ community . . . 279
Procedures for the protection of Tłı̨chǫ burial sites in Wek'èezhìı . . . 281
Development of Tłı̨chǫ procedures for place naming within Tłı̨chǫ lands . . . 282
Place naming wholly within Tłı̨chǫ lands and Tłı̨chǫ communities . . . 283
Naming places wholly or partly in Wek'èezhìı that are located wholly or partly outside Tłı̨chǫ lands . . . 285
Place naming wholly or partly in Wek'èezhìı . . . 287

CHAPTER 18 TŁĮCHǪ LANDS

Amendment of part 2 of appendix to chapter 18 289
Conveyance of Tłįchǫ lands 292
Clean-up of contaminated sites on Tłįchǫ lands 294
Identification of additional contaminated sites on Tłįchǫ lands 296
Survey of the boundaries of Tłįchǫ lands and registration of title 299
Disputes respecting the boundary of adjacent interests 306
Administration of existing interests on Tłįchǫ lands 308
Royalties and non-refunded rents in respect of existing interests on Tłįchǫ lands 311
Sharing of excess mineral revenues from Tłįchǫ lands 313

CHAPTER 19 ACCESS TO TŁĮCHǪ LANDS

Establishment of conditions for the exercise of access to Tłįchǫ lands 314
Enactment of legislation providing for compensation payable for rights of access to Tłįchǫ lands 317
Non-commercial access to Tłįchǫ lands 319
Access to Tłįchǫ lands by the holder of an existing interest or land use permit on Tłįchǫ lands 321
Access to navigable rivers, portages and waterfront lands on Tłįchǫ lands when travelling by water in the course of conducting a commercial activity 323
Access to Tłįchǫ lands or to waters overlying such lands to reach adjacent lands or waters for commercial purposes 325
Government access to Tłįchǫ lands 327
Continuous use and occupancy of Tłįchǫ lands for government purposes 328
Use of Tłįchǫ lands for navigational aids and safety devices along navigable waters . 330
Use of Tłįchǫ lands for military manoeuvres 332
Access to Tłįchǫ lands for study by public utilities 334
Compensation for damage or interference caused by access to Tłįchǫ lands by public utilities 335
Tłįchǫ community government access to Tłįchǫ lands for community water supplies . 337
Access to construction materials on Tłįchǫ lands 338

CHAPTER 20 EXPROPRIATION OF TŁĮCHǪ LANDS

Expropriation of Tłįchǫ lands 340
Return of expropriated Tłįchǫ lands 345
Acquisition of Tłįchǫ lands for public roads 347
Return of land previously acquired for public roads 350

CHAPTER 21 WATER RIGHTS AND MANAGEMENT

Use of waters on Tłı̨chǫ lands by non-Tłı̨chǫ 352
Interjurisdictional agreements 354
Authorizing use of water or deposit of waste in Wek'èezhìı 356
Authorizing use of water or deposit of waste outside Wek'èezhìı in the Northwest Territories or Nunavut 359

CHAPTER 22 LAND AND WATER REGULATION

Operations of the Wek'èezhìı Land and Water Board 362
Cumulative impacts monitoring 368
Nomination of Tłı̨chǫ member to and operation of the Mackenzie Valley Environmental Impact Review Board 370
Representation of other Aboriginal people on the Mackenzie Valley Environmental Impact Review Board 373
Referral to, and assessment by, the Mackenzie Valley Environmental Impact Review Board of projects which are wholly or partly in or may have an impact in Mǫwhì Gogha Dè Nı̨ıtłèè (NWT) 375
Mackenzie Valley Environmental Impact Review Board consultation with the Tłı̨chǫ Government during assessment of projects wholly or partly on Tłı̨chǫ lands 377
Direction by the Minister that an environmental impact review be conducted 379
Tłı̨chǫ Government nomination of members to a review panel 381
Tłı̨chǫ Government nominees to a review panel under the *Canadian Environmental Assessment Act* 383
Consultation with the Tłı̨chǫ Government by an environmental review panel for a project on Tłı̨chǫ lands 385
Consultation by the Canadian Environmental Assessment Agency panel with the Tłı̨chǫ Government while reviewing projects that are partly in or may have an impact in Wek'èezhìı 386
Responding to a recommendation or an assessment of environmental review bodies . 387
Establishment of the Wek'èezhìı Land and Water Board 391
Composition of the Wek'èezhìı Land and Water Board 392
Representation of other Aboriginal people on the Wek'èezhìı Land and Water Board 394
Provision of policy direction to the Wek'èezhìı Land and Water Board 395
Consultation among the Parties and the Wek'èezhìı Land and Water Board prior to the provision of policy direction or enactment of legislation 397
Exercise by the Wek'èezhìı Land and Water Board and government of discretionary powers related to land 400
Consultation with the Tłı̨chǫ Government prior to authorizing activities in relation to Tłı̨chǫ lands or waters overlying those lands 401
Land use planning in Wek'èezhìı 403

Consideration by government of an agreement negotiated between the Tłįchǫ Government and another Aboriginal people regarding land and water management in Wek'èezhìı 405
Concluding an agreement respecting how a new body with authorities under another land claims agreement and the Wek'èezhìı Land and Water Board will ensure that land and water management decisions are made jointly 408

CHAPTER 23 SUBSURFACE RESOURCES

Consultation in relation to minerals, other than specified substances, and oil and gas, on Crown land wholly or partly in Mǫwhì Gogha Dè Nįįtłèè (NWT) or on Tłįchǫ lands subject to a mining right administered by government 410
Consultation by government prior to opening lands for oil and gas exploration wholly or partly in Mǫwhì Gogha Dè Nįįtłèè (NWT) 412
Development of procedures for government authorization of major mining projects wholly or partly in Mǫwhì Gogha Dè Nįįtłèè (NWT) 414
Government authorization of major mining projects wholly or partly in Mǫwhì Gogha Dè Nįįtłèè (NWT) 416
Devolution of jurisdiction over minerals to the Government of the Northwest Territories 418
Regulation of mineral development in Mǫwhì Gogha Dè Nįįtłèè (NWT) 419

CHAPTER 24 FINANCIAL PAYMENTS

Capital transfer payments and negotiation loan repayments 420
Tłįchǫ Government loans against the balance of the capital transfer 423

CHAPTER 25 MINERAL ROYALTIES

Mineral royalty payments to the Tłįchǫ Government 425
Consultation on changes to legislation or fiscal regime in relation to mineral royalties payable to government 427

CHAPTER 26 ECONOMIC MEASURES

Consultation on economic development programs in Mǫwhì Gogha Dè Nįįtłèè (NWT) 429
Tłįchǫ Government Strategic Economic Development Fund 431
Contracting by the Government of Canada 434
Contracting by the Government of the Northwest Territories wholly or partly in Mǫwhì Gogha Dè Nįįtłèè (NWT) 437
Consultation by the Government of the Northwest Territories with the Tłįchǫ Government prior to modifying its preferential contracting policies, procedures and approaches 439

Contracting, without public tender, by the Government of the Northwest Territories on Tłįchǫ lands 440
Consultation by the Government of the Northwest Territories when contracting in Tłįchǫ communities, without public tender 442

CHAPTER 27 TAXATION

Negotiation of taxation agreements 444
Negotiation of taxation provisions to provide benefits equivalent to those provided to other Aboriginal people in the Northwest Territories 446

ANNEX B - IMPLEMENTATION PLAN ACTIVITY SHEETS FOR THE TŁĮCHǪ INTERGOVERNMENTAL SERVICES AGREEMENT

Establishment of the Tłįchǫ Community Services Agency (Agency) 449
Funding of the Tłįchǫ Community Services Agency 453
Tłįchǫ language, culture and way of life 455
Cultural coordinator 459
Amendment of the Intergovernmental Services Agreement (ISA) 464
Review and renewal of the Intergovernmental Services Agreement (ISA) 466

ANNEX C - IMPLEMENTATION PLAN ACTIVITY SHEETS FOR THE TŁĮCHǪ COMMUNITY VENDORS AGREEMENT

WILDLIFE HARVESTING RIGHTS - COMMUNITY VENDORS

Appointment of Tłįchǫ community vendors 469
Issuance of identification documents and export permits 470
Review and amendment of the Community Vendors Agreement 472

ANNEX D - FINANCIAL PAYMENTS

BOARDS AND COMMITTEES 475
WILDLIFE STUDIES 475
CULTURAL COORDINATOR 476
GOVERNMENT OF THE NORTHWEST TERRITORIES 477
ANNUAL ADJUSTMENT 477

IMPLEMENTATION PLAN
FOR THE
TŁĮCHǪ LAND CLAIMS AND
SELF GOVERNMENT AGREEMENT

DEVELOPED BY:

The Dogrib Treaty 11 Council, herein acting for and on behalf of the Tłįchǫ and on its own behalf, and represented by its undersigned authorized representatives; and

The Government of the Northwest Territories, as represented by the Minister of Aboriginal Affairs, hereinafter referred to as "the Government of the Northwest Territories", and

Her Majesty the Queen in right of Canada, as represented by the Minister of Indian Affairs and Northern Development (IAND) hereinafter referred to as "Canada".

WHEREAS a Land Claims and Self Government Agreement, hereinafter referred to as the "Tłįchǫ Agreement" has been signed by the Dogrib Treaty 11 Council and Government;

AND WHEREAS chapter 5 of the Tłįchǫ Agreement requires an Implementation Plan, which is to guide the implementation of the Tłįchǫ Agreement by the Dogrib Treaty 11 Council, the Government of the Northwest Territories and Canada, hereinafter referred to as "the Parties";

AND WHEREAS representatives of the Parties have developed this Implementation Plan, hereinafter referred to as the "Plan", which identifies certain activities to be undertaken and certain costs which shall be incurred with respect to the implementation of the Tłı̨chǫ Agreement during the initial implementation period;

AND WHEREAS the Parties wish to provide a mechanism in accordance with chapter 5 of the Tłı̨chǫ Agreement to monitor the implementation of the Tłı̨chǫ Agreement and to address disputes in a co-operative manner and to amend the Plan in the light of changing circumstances;

THEREFORE the parties agree as follows:

1. Legal Status of the Plan

1.1 The Plan includes documents indicating the activities required to implement the Tłı̨chǫ Agreement and an estimate of the associated costs. The Plan is not intended to create legal obligations in addition to those contained in the Tłı̨chǫ Agreement.

1.2 Nothing in the Plan is to be considered an amendment to, modification of, or derogation from the Tłı̨chǫ Agreement.

1.3 Where there is any inconsistency or conflict between the Plan and the Tłı̨chǫ Agreement, the Tłı̨chǫ Agreement shall prevail to the extent of the inconsistency or conflict.

1.4 The Plan is not a treaty or a land claims agreement pursuant to section 35 of the *Constitution Act 1982*.

1.5 The Plan is based upon the existing division of responsibilities between the federal and territorial governments. To the extent that federal jurisdiction, powers or programs are transferred to the Government of the Northwest Territories the activities performed by the Government of the Northwest Territories pursuant to the Plan and costs associated with such activities shall be reviewed by the federal and territorial governments.

1.6 Canada's financial payments described herein are subject to annual appropriation by Parliament.

1.7 The Government of the Northwest Territories' financial payments described herein are subject to appropriation by the Legislative Assembly.

2. Contents of the Plan

2.1 The Plan includes the following documents attached hereto:

- 2.1.1 Activity Sheets for the implementation of the Tłı̨chǫ Agreement (Annex A).
- 2.1.2 Activity Sheets for the implementation of the Intergovernmental Services Agreement (Annex B).
- 2.1.3 Activity Sheets for the implementation of the Community Vendors' Agreement (Annex C).
- 2.1.4 Financial Payments (Annex D).

3. Term of this Agreement

3.1 This agreement will commence on the effective date of the Tłı̨chǫ Agreement and, subject to section 6.2, will end on the tenth anniversary of the effective date of the Tłı̨chǫ Agreement.

4. Activity Sheets

4.1 The Activity Sheets describe the specific activities required for the performance of obligations under the Tłı̨chǫ Agreement, the Intergovernmental Services Agreement and the Community Vendors' Agreement during the initial implementation period of ten years from the effective date of the Tłı̨chǫ Agreement.

5. Financial Payments

5.1 Annex D describes the funding, and any annual adjustments, during the initial implementation period of ten years from the effective date of the Tłı̨chǫ Agreement for the following:

- 5.1.1 Part 1 - Boards and Committees
- 5.1.2 Part 2 - Wildlife Studies
- 5.1.3 Part 3 - Cultural Coordinator
- 5.1.4 Part 4 - Government of the Northwest Territories

5.2 Recognizing that years 1 to 10 will be unlikely to coincide with government`s fiscal years (April 1 to March 31) and that the recipients of the annual amounts in Parts 1and 3 and, subject to the Bilateral Funding Agreement Respecting the Implementation of the Tłı̨chǫ Agreement between Canada and the GNWT, Part 4 of Annex D will need to budget on a fiscal year basis, those amounts will be allocated, by the effective date of the Tłı̨chǫ Agreement, to fiscal years. Upon verification of the calculations by the Implementation Committee, the fiscal year allocations will be deemed to replace the amounts in Annex D.

5.3 The Year 1 payments to the Government of the Northwest Territories shall be made as soon as possible after the date of the effective date of the Tłįchǫ Agreement. The first year's payments to the Boards and Committees shall be made as soon as possible after the establishment of the bodies and, subject to 12.3.2 and 22.1.3 of the Tłįchǫ Agreement, the approval of their first budget.

5.4 The amounts described in Parts 1and 3 and, subject to the Bilateral Funding Agreement Respecting the Implementation of the Tłįchǫ Agreement between Canada and the GNWT, Part 4 of Annex D will be subject to annual adjustments in the manner described in Part 5 of Annex D.

5.5 Subject to section 5.6, Canada will provide funding for the approved costs of Class A and Class B Water Licence hearings that the Wek'èezhìı Land and Water Board are authorized by legislation to hold.

5.6 For the purpose of obtaining funding under section 5.5, the Wek'èezhìı Land and Water Board will be required to submit budgets to the Minister of IAND or the Minister's delegate and are subject to the review and approval of the Minister or Minister's delegate.

5.7 The Parties acknowledge that incremental costs relating to implementing the provisions of section 7.6 of the Tłįchǫ Agreement may be incurred by the Government of the Northwest Territories. While these costs are difficult to ascertain at this time, the Parties to the Tłįchǫ Agreement will undertake tripartite discussions, at the request of the Government of the Northwest Territories, to examine the incremental costs of implementing the provisions of section 7.6, including any costs of the courts and policing related to the enforcement of Tłįchǫ laws.

6. Amendment and Renewal

6.1 The Implementation Plan may be amended by the agreement of the Implementation Committee identified in 5.2 of Tłįchǫ Agreement.

6.2 The Parties to the Tłįchǫ Agreement may agree to renew the Implementation Plan for a period beyond its ten year term.

SIGNATURE PAGE FOR TŁĮCHǪ AGREEMENT IMPLEMENTATION PLAN

Tłįchǫ Agreement Implementation Plan signed on August 25, 2003,

at Rae-Edzo (Behchokǫ̀), Northwest Territories, by

FOR THE TŁĮCHǪ

Grand Chief
Dogrib Treaty 11 Council

Chief
Dog Rib Rae band

Chief
Wha Ti First Nation band

Chief
Gameti First Nation band

Chief
Dechi Laot'i First Nations band

FOR THE GOVERNMENT OF THE NORTHWEST TERRITORIES

Minister of Aboriginal Affairs

FOR THE GOVERNMENT OF CANADA

Minister of Indian Affairs and Northern Development

ANNEX A

IMPLEMENTATION PLAN
ACTIVITY SHEETS FOR THE
TŁĮCHǪ AGREEMENT

GENERAL PROVISIONS **Sheet # 2-1**

PROJECT: **Continuing recognition of Treaty 11**

RESPONSIBILITY: Canada - Department of Indian Affairs and Northern Development (DIAND), Tłįchǫ Government

PARTICIPANT / LIAISON: Government of the Northwest Territories

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Include events to recognize the historical and cultural importance of Treaty 11, and of the Agreement	Tłįchǫ, DIAND	during annual meeting, as agreed
2. Attend and participate in meetings to affirm recognition of Treaty 11, including the making of treaty payments in accordance with Treaty 11	DIAND	during annual meeting, as agreed

OBLIGATIONS ADDRESSED:

2.5.1 The historical and cultural importance of Treaty 11 is hereby recognized and there shall be annual meetings to affirm this recognition, to make annual treaty payments and to recognize the importance of the Agreement.

GENERAL PROVISIONS **Sheet # 2-2**

PROJECT: **Amendment of the Agreement by the Parties following a court ruling that any provisions of the Agreement are invalid**

RESPONSIBILITY: Canada - Department of Indian Affairs and Northern Development (DIAND), DIAND Minister, Tłįchǫ Government (Tłįchǫ), Government of the Northwest Territories - Ministry of Aboriginal Affairs (MAA)

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Notify other Parties where need to amend the Agreement is identified, and provide any proposed amendment, in writing, to the Parties	Tłįchǫ, DIAND, MAA	following court ruling
2. Enter negotiations to amend any provisions of the Agreement found by a court of competent jurisdiction to be invalid	Tłįchǫ, DIAND, MAA	as agreed
3. Take steps to amend the Agreement, in accordance with the process described in sheet # 2-3	Tłįchǫ, DIAND, MAA	upon agreement on proposed amendments
4. Have a copy of the amendments to the Agreement deposited in the Library of Parliament, the legislative library of the GNWT, the main office of the Tłįchǫ, the office of the Registrar of Land Titles of the NWT, the library of DIAND at headquarters and the NWT regional office	DIAND Minister	as soon as possible following approval of the changes
5. Review Implementation Plan and make best efforts to amend the Plan in accordance with changes to the Agreement, where required	Tłįchǫ, DIAND, MAA	as soon as Agreement amendments have been approved

OBLIGATIONS ADDRESSED:

2.9.3 If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the Parties shall make best efforts to amend the Agreement to remedy the invalidity or replace the invalid provision.

2.13.1 The Minister of Indian Affairs and Northern Development shall cause a copy of the Agreement and of any amendments thereto, including any instrument giving effect to an amendment, to be deposited in

(a) the Library of Parliament;

(b) the legislative library of the Government of the Northwest Territories;

(c) the main office of the Tłįchǫ Government;

(d) the library of the Department of Indian Affairs and Northern Development that is situated in the National Capital Region;

(e) the office of the Registrar of Land Titles for the Northwest Territories;

(f) the regional office of the Department of Indian Affairs and Northern Development that is situated in the Northwest Territories; and

(g) such other places as the Minister deems necessary.

RELATED CLAUSES: 2.10.1

PLANNING ASSUMPTIONS:

1. A copy of amendments to the Agreement will also be sent to the GNWT at the following address:

Director of Implementation
Ministry of Aboriginal Affairs
Government of the Northwest Territories
Post Office Box 1320
Yellowknife, NT X1A 2L9

GENERAL PROVISIONS **Sheet # 2-3**

PROJECT: **Amendment of the Agreement by the Parties**

RESPONSIBILITY: Canada - Department of Indian Affairs and Northern Development (DIAND), DIAND Minister, Tłı̨chǫ Government (Tłı̨chǫ), Government of the Northwest Territories - Ministry of Aboriginal Affairs (MAA)

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Notify other Parties where need to amend the Agreement is identified, and provide any proposed amendment, in writing, to the Parties	Tłı̨chǫ, DIAND, MAA	at discretion, or as required by provisions of the Agreement or in response to a court decision
2. Enter negotiations to amend any provisions of the Agreement where amendment is required	Tłı̨chǫ, DIAND, MAA	as soon as possible following agreement of need to amend the Agreement
3. Amend Agreement as provided for in specific clauses referenced in 2.10.1	Tłı̨chǫ, GNWT, Canada	in accordance with specific provisions
OR		
Amend Agreement, including undertaking appropriate steps to provide consent, as outlined in 2.10.1	Canada, GNWT, Tłı̨chǫ	following agreement of the Parties to specific amendments
4. Make any consequential amendments to settlement legislation or other legislation, in accordance with the amendment process outlined in Sheet #2-4, and to Tłı̨chǫ laws, in accordance with any agreement reached	Tłı̨chǫ, DIAND, MAA	following agreement of the Parties to specific amendments
5 Review the Implementation Plan and make best efforts to amend the Plan in accordance with changes to the Agreement, where required	Tłı̨chǫ, DIAND, MAA	as soon as Agreement amendments have been approved

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
6. Have a copy of the amendments to the Agreement deposited in the Library of Parliament, the legislative library of the GNWT, the main office of the Tłįchǫ, the office of the Registrar of Land Titles of the NWT, the library of DIAND at headquarters and the NWT regional office	DIAND Minister	as soon as possible following approval of the changes

OBLIGATIONS ADDRESSED:

2.10.1 Except as provided in 2.10.9, 9.1.4, 9.1.8, 9.6.3, 18.1.3, 18.1.5 and 18.3.3, the Agreement may only be amended with the consent of the Parties as evidenced by

(a) in respect of the Government of Canada,
  (i) an order of the Governor in Council, or
  (ii) in the case of an amendment to part 1 of the appendix to chapter 1, of an amendment under 9.1.5, 9.1.6, 9.6.2, 18.1.4, 18.1.6, 18.3.2 or of an amendment to 19.8 or to the appendix to chapter 19, the signature of the Deputy Minister of Indian Affairs and Northern Development;

(b) in respect of the Government of the Northwest Territories,
  (i) an order of the Commissioner in Executive Council,
  (ii) in the case of an amendment to part 1 of the appendix to chapter 1, the signature of the Deputy Minister of Aboriginal Affairs,
  (iii) in the case of an amendment under 9.1.5, 9.1.6, 18.1.4 or 18.1.6 or of an amendment to 19.8 or to the appendix to chapter 19, the signature of the Deputy Minister of Municipal and Community Affairs, or
  (iv) in the case of an amendment under 9.6.2 or 18.3.2, the signature of the Deputy Minister of the Department of Resources, Wildlife and Economic Development; and

(c) in respect of the Tłįchǫ, as provided for in the Tłįchǫ Constitution.

2.13.1 The Minister of Indian Affairs and Northern Development shall cause a copy of the Agreement and of any amendments thereto, including any instrument giving effect to an amendment, to be deposited in

(a) the Library of Parliament;

(b) the legislative library of the Government of the Northwest Territories;

(c) the main office of the Tłı̨chǫ Government;

(d) the library of the Department of Indian Affairs and Northern Development that is situated in the National Capital Region;

(e) the office of the Registrar of Land Titles for the Northwest Territories;

(f) the regional office of the Department of Indian Affairs and Northern Development that is situated in the Northwest Territories; and

(g) such other places as the Minister deems necessary.

RELATED CLAUSES: 2.9.3, 2.10.9, 2.11.1, 5.2, 9.1.4, 9.1.5, 9.1.6, 9.1.8, 9.6.2, 9.6.3, 18.1.3, 18.1.4, 18.1.5, 18.1.6, 18.3.2, 18.3.3, 19.8, appendix to chapter 19

PLANNING ASSUMPTIONS:

1. A copy of amendments to the Agreement will also be sent to the GNWT at the following address:

Director of Implementation
Ministry of Aboriginal Affairs
Government of the Northwest Territories
Post Office Box 1320
Yellowknife, NT X1A 2L9

GENERAL PROVISIONS

Sheet # 2-4

PROJECT: **Proposal to incorporate an Aboriginal right, not already set out, into the Agreement**

RESPONSIBILITY: Tłįchǫ Government (Tłįchǫ), Canada, Canada - Department of Indian Affairs and Northern Development - Minister (DIAND Minister), Government of the Northwest Territories (GNWT), administrator, mediator, arbitrator

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Notify other Parties of proposal to exercise, by Tłįchǫ Citizens, the Tłįchǫ First Nation or the Tłįchǫ Government, a right that is not a land right and that is not set out in the Agreement	Tłįchǫ	at discretion, after the effective date
2. Enter into discussions concerning the Tłįchǫ proposal to determine what their interests are in relation to the proposed right	Tłįchǫ, Canada, GNWT	as soon as practicable following notification from the Tłįchǫ
3. Apply to the Supreme Court of the Northwest Territories for a decision on whether the proposed right is an Aboriginal right of the Tłįchǫ First Nation, if there is no agreement to negotiate	Tłįchǫ	at discretion, no earlier than 90 days following notification to the other Parties of their proposal to exercise the right
OR		
Enter negotiations for the amendment of the Agreement to incorporate the proposed right	Tłįchǫ, Canada, GNWT	upon agreement to negotiate, within 90 days following discussion of interests
4. Apply to the Supreme Court of the Northwest Territories for a decision on whether the proposed right is an Aboriginal right of the Tłįchǫ First Nation, if there is no agreement on a text for amendment of the agreement	Tłįchǫ	at discretion, no earlier than one year following agreement to negotiate

ACTIVITIES		RESPONSIBILITY	TIMING GUIDELINES
5.	Enter into negotiations to incorporate the right into the Agreement, if the highest court in which an application under 2.10.3 is considered confirms the existence of an Aboriginal right of the Tłı̨chǫ First Nation	Tłı̨chǫ, Canada, GNWT	following confirmation of the existence of an Aboriginal right of the Tłı̨chǫ First Nation by the court
6.	Submit the issue, as to the text of the amendment, for resolution in accordance with chapter 6, if negotiations are unsuccessful	Tłı̨chǫ	no earlier than one year following the decision of the court, or any longer period as agreed by the Parties
7.	Participate in mediation, in accordance with chapter 6, and develop wording to incorporate the right into the Agreement	Tłı̨chǫ, Canada, GNWT, mediator	in accordance with chapter 6 mediation process
8.	Refer issue for arbitration in accordance with the chapter 6 dispute resolution process, if mediation is unsuccessful	administrator	following failure of mediation to resolve the issue, in accordance with the chapter 6 dispute resolution process
9.	Draft text in order to describe the nature and scope of the right, as confirmed by the court, to fit the language and format of the Agreement, in accordance with 2.10.7, 2.10.8 and 2.10.10	arbitrator	upon appointment as arbitrator to resolve the issue
10.	Provide copies of the proposed text, in sufficient form and detail to allow the Parties to prepare their views on the matter; provide a reasonable period of time in which they may prepare their views on the matter, and provide an opportunity to present their views	arbitrator	as soon as practicable following appointment and receipt of necessary information
11.	Review information provided and prepare and present views on the matter	Tłı̨chǫ, Canada, GNWT	within reasonable period of time indicated in Activity 9
12.	Give full and fair consideration to any views presented	arbitrator	after receiving views and before finalizing text to amend the agreement

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
13. Make decision and inform the Parties of the decision	arbitrator	after giving full and fair consideration to views received
14. Revise and finalize the text of the amendments as proposed, or as altered in response to views received	arbitrator	in accordance with decision
15. Have a copy of the deemed amendment to the Agreement deposited in the Library of Parliament, the legislative library of the GNWT, the main office of the Tłįchǫ, the office of the Registrar of Land Titles of the NWT, the library of DIAND at headquarters and the NWT regional office	DIAND Minister	as soon as possible following release of the arbitrator's decision

OBLIGATIONS ADDRESSED:

2.10.2 If the Tłįchǫ Government proposes the exercise, by Tłįchǫ Citizens, the Tłįchǫ First Nation or the Tłįchǫ Government, of a right that is not a land right and that is not set out in the Agreement, the Parties shall enter into discussions to determine what their interests are in relation to the proposed right. The Parties may, after these discussions, agree to enter into negotiations for the amendment of the Agreement to incorporate the proposed right.

2.10.3 If the Parties do not agree to enter into negotiations within 90 days of receipt under 2.10.2 by government of the proposed right or do not consent to the text of the amendment within one year of agreement to enter into negotiations or such longer period set by the Parties, the Tłįchǫ Government may apply to the Supreme Court of the Northwest Territories for a decision on whether the proposed right is an Aboriginal right of the Tłįchǫ First Nation. Government has the status of a party in any such application.

2.10.5 If the highest court in which an application under 2.10.3 is considered confirms the existence of an Aboriginal right of the Tłįchǫ First Nation, the Parties shall enter into negotiations to incorporate the right into the Agreement.

2.10.6 If the Parties fail to consent to the text of an amendment within one year of the decision by the highest court in which an application under 2.10.3 is considered, or such longer period set by the Parties, the Tłįchǫ Government may submit the issue, as to the text of the amendment, for resolution in accordance with chapter 6.

2.10.7 Subject to 2.10.8, an arbitrator under 6.5 is limited to drafting the text to fit the language and format of the Agreement, after consultation with the Parties,

(a) in order to describe the nature and scope of the right, as confirmed by the court; and

(b) where the right includes a law-making power, in order to confirm that
  (i) the law-making power is concurrent with that of government,
  (ii) a federal law of overriding national importance prevails over any conflict between it and a Tłįchǫ law made under that power, to the extent of the conflict,
  (iii) a provision of federal legislation that implements an obligation of the Government of Canada under an international agreement prevails over any conflict between it and a Tłįchǫ law made under that power, to the extent of the conflict,
  (iv) except where provided otherwise by the court, federal legislation other than that referred to in (ii) and (iii) prevails over any conflict between it and a Tłįchǫ law made under that power, to the extent of the conflict,
  (v) a provision of territorial legislation that implements an obligation of the Government of Canada under an international agreement prevails over any conflict between it and a Tłįchǫ law made under that power, to the extent of the conflict, and
  (vi) except where provided otherwise by the court, a Tłįchǫ law made under that power prevails over any conflict between it and territorial legislation other than that referred to in (v), to the extent of the conflict.

2.10.8 The arbitrator shall not include in the draft text any financing obligations for any of the Parties notwithstanding any finding of the court.

2.10.9 The Agreement shall be considered to be amended in accordance with the text drafted by the arbitrator. The amendment shall be deemed to have been made 30 days after the release of the arbitrator's decision.

2.10.10 For the purpose of 2.10.7(b)(ii), a federal law of overriding national importance includes a federal law that relates to preservation of peace, order and good government, that relates specifically to the criminal law, human rights or the protection of health and safety of all Canadians or that is essential to national security.

2.10.11 For the purpose of 2.10.2, the tax treatment of Tłįchǫ Citizens will be deemed to be set out in the Agreement.

2.10.12 For the purpose of 2.10.2, a right that is a law-making power shall be considered to be set out in the Agreement where the power is in relation to any of the following:

(a) businesses, occupations and activities on Tłįchǫ lands;

(b) intoxicants, weapons and dangerous substances on Tłįchǫ lands;

(c) Tłįchǫ language and culture of the Tłįchǫ First Nation;

(d) traditional Tłįchǫ medicine;

(e) heritage resources;

(f) training and education, except post-secondary education;

(g) social assistance, child and family services, guardianship, trusteeship and adoption;

(h) wills, intestacy and administration of estates;

(i) marriage;

(j) taxation; and

(k) enforcement of Tłįchǫ laws.

2.13.1 The Minister of Indian Affairs and Northern Development shall cause a copy of the Agreement and of any amendments thereto, including any instrument giving effect to an amendment, to be deposited in

(a) the Library of Parliament;

(b) the legislative library of the Government of the Northwest Territories;

(c) the main office of the Tłįchǫ Government;

(d) the library of the Department of Indian Affairs and Northern Development that is situated in the National Capital Region;

(e) the office of the Registrar of Land Titles for the Northwest Territories;

(f) the regional office of the Department of Indian Affairs and Northern Development that is situated in the Northwest Territories; and

(g) such other places as the Minister deems necessary.

RELATED CLAUSES: 2.10.1, 2.10.4, chapter 6

PLANNING ASSUMPTIONS:

1. A copy of amendments to the Agreement will also be sent to the GNWT at the following address:

Director of Implementation
Ministry of Aboriginal Affairs
Government of the Northwest Territories
Post Office Box 1320
Yellowknife, NT X1A 2L9

GENERAL PROVISIONS **Sheet # 2-5**

PROJECT: **Consultation with the Tłįchǫ when preparing or amending legislation proposed to implement the provisions of the Agreement**

RESPONSIBILITY: Canada - Department of Indian Affairs and Northern Development (DIAND), Dogrib Treaty 11 Council or Tłįchǫ Government (Tłįchǫ), Government of the Northwest Territories - Ministry of Aboriginal Affairs (MAA)

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Notify the Tłįchǫ of planning for institutions established by or under chapters 12 and 22, or of any proposal to prepare or amend legislation proposed to implement the provisions of the Agreement, in sufficient form and detail to allow the Tłįchǫ to prepare their views on the matter; provide a reasonable period of time in which they may prepare their views on the matter, and provide an opportunity to present their views	DIAND, MAA	prior to preparation of any legislation, or amendments to legislation, proposed to implement the provisions of the Agreement
2. Review information provided and prepare and present views on the matter	Tłįchǫ	within reasonable period of time indicated in Activity 1
3. Give full and fair consideration to any views presented	DIAND, MAA	after receiving views and before passing or amending the legislation
4. Make decision and inform the Tłįchǫ of the decision	DIAND, MAA	after giving full and fair consideration to views received
5. Revise legislation or amendments as proposed, as altered in response to views received, or do not propose the legislation or amendments	DIAND, MAA	in accordance with decision

OBLIGATIONS ADDRESSED:

2.11.1 Government shall consult the Dogrib Treaty 11 Council or, when it is established, the Tłįchǫ Government, in the planning of the institutions established by or under chapters 12 and 22 and the preparation of the settlement legislation and other legislation proposed to implement the provisions of the Agreement, including the preparation of any amendments to such legislation.

RELATED CLAUSES: 12.1, 22.1, 22.2, 22.3, 22.4, 22.6

PLANNING ASSUMPTIONS:

1. To the extent that the institutions and legislation in 2.11.1 have already been enacted, such consultation shall not be required.

GENERAL PROVISIONS **Sheet # 2-6**

PROJECT: **Provision of government information to the Tłįchǫ community governments**

RESPONSIBILITY: Tłįchǫ community government (TCG), Canada - Department of Indian Affairs and Northern Development (DIAND), Government of the Northwest Territories - Municipal and Community Affairs (MACA)

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Request from DIAND or MACA any information under their control that is required for the administration of an interest listed in part 2 of the appendix to chapter 9 or a lease granted under 9.1.3	TCG	as required
2. Review request, confirming that information under its control is required for the administration of an interest listed in part 2 of the appendix to chapter 9 or a lease granted under 9.1.3	DIAND, MACA	upon receipt of request from TCG
3. Provide to the TCG access to the information required, in accordance with 2.12.3	DIAND, MACA	as soon as practicable

OBLIGATIONS ADDRESSED:

2.12.3 Notwithstanding any legislation relating to access to information or privacy, government shall provide a Tłįchǫ community government access to any information under its control, other than federal Cabinet documents or territorial Executive Council documents, that is required for the administration, by the Tłįchǫ community government, of an interest listed in part 2 of the appendix to chapter 9 or a lease granted under 9.1.3.

RELATED CLAUSES: 2.12.1, 2.12.2, 9.1.3, appendix to chapter 9 (part 2)

ENROLMENT **Sheet # 3-1**

PROJECT: **Establishment and operation of Eligibility Committee**

RESPONSIBILITY: Dogrib Treaty 11 Council or Tłįchǫ Government (Tłįchǫ), Canada - Department of Indian Affairs and Northern Development -Northwest Territories Region (DIAND - NT Region), DIAND Implementation Management (IM), DIAND - Deputy Minister, Eligibility Committee

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Appoint four persons to serve on Eligibility Committee and provide DIAND - NT Region with written notice of the appointments	Tłįchǫ	prior to initialling the Agreement
2. Appoint two persons to serve on Eligibility Committee and provide Tłįchǫ with written notice of the appointments	DIAND - NT Region, DIAND Deputy Minster	prior to initialling the Agreement
3. Determine its own procedures and rules	Eligibility Committee	after establishment and as required
4. Prepare Official Voters List and preliminary register, as set out in Sheet # 3-2	Eligibility Committee	at least 30 days before the first day of the vote
5. Conduct the ratification vote, as set out in Sheet # 4-1	Eligibility Committee	as set out in Sheet # 4-1
6. Prepare an operations budget for the Eligibility Committee and its appeal panel, for each fiscal year, and submit it to IM	Eligibility Committee	in a timely fashion
7. Approve budgets as prepared or as varied	IM	within 45 days of receipt
8. Perform the functions of the registrar, as set out in Sheet # 3-3	Eligibility Committee	from the effective date, until it is dissolved
9. Upon receipt of a notice of appeal, set up the appeal panel, as set out in Sheet # 3-4	Eligibility Committee	as set out in Sheet # 3-4

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
10. Appoint replacement member for Eligibility Committee, and provide other Party with written notice of appointment	Tłįchǫ or DIAND - NT Region	as soon as possible upon occurrence of vacancy
11. Transfer all records to the registrar and undertake activities associated with the dissolution of the Eligibility Committee	Eligibility Committee	upon appointment of registrar (see Sheet # 3-5)

OBLIGATIONS ADDRESSED:

3.2.1 The Eligibility Committee shall be composed of six persons appointed as follows:

(a) four persons appointed by the Dogrib Treaty 11 Council except that any appointments after the effective date are to be made by the Tłįchǫ Government; and

(b) two persons appointed by the Deputy Minister of Indian Affairs and Northern Development.

3.2.2 Before the end of the initial enrolment period, the Tłįchǫ Government shall designate a person or group of persons as the registrar.

3.2.3 The Eligibility Committee is dissolved upon the designation of the person or group of persons, as registrar, by the Tłįchǫ Government under 3.2.2. From the effective date, until it is dissolved, the Eligibility Committee shall perform the functions of the registrar. If it is dissolved while any appeal under 3.4 is pending, the Committee shall finalize its decision on the appeal as if it had not been dissolved.

3.2.4 The Eligibility Committee and the registrar shall determine its own procedures and rules which shall be in accordance with the principles of natural justice.

3.6.1 The Government of Canada shall, until the end of the initial enrolment period, pay the costs incurred, in accordance with an approved budget, by the Eligibility Committee and its appeal panel and by the Tłįchǫ Government registrar and its appeal body.

3.6.2 The Eligibility Committee and, where applicable, the Tłįchǫ Government shall prepare an operations budget for each year in the initial enrolment period and submit it to the Government of Canada. The Government of Canada may approve the budget as prepared or vary it and approve it as varied. The budget shall provide for funds reasonably required to fulfill the mandates of the Committee, the Tłįchǫ Government registrar, where applicable, and their appeal panel or body and shall be in accordance with the Government of Canada's Treasury Board guidelines.

3.6.3 After the initial enrolment period, the Tłįchǫ Government shall bear the costs of the enrolment process, including the costs of its enrolment appeal process.

RELATED CLAUSES: 1.1.1 ("initial enrolment period")

FUNDING:

1. Identified funding:

Enrolment/ Ratification Period	Pre-Effective Date	Year 1	Year 2
339,084	48,398	128,810	79,320

2. The detailed cost worksheet and the cost worksheet notes concerning funding for the Eligibility Committee, the Tłı̨chǫ Government registrar and their appeal panel or body for the initial enrolment period, including all ratification responsibilities, are attached for reference purposes. They were developed for the purpose of estimating the funding to be provided, and it is not intended that the recipients shall be constrained to any particular expenditure line item.

PLANNING ASSUMPTIONS:

1. The budget for the initial year, or part thereof, will be as set out in the Implementation Plan, in order that funding will be available to the Eligibility Committee upon its startup. Subsequent budgets will be prepared in accordance with Activity 6.

2. For the purpose of submitting a proposed budget, "in a timely fashion" in Activity 6, means 45 days prior to the beginning of a fiscal year.

3. The work undertaken by the Eligibility Committee will be used by the registrar upon their appointment.

4. Budget submissions in respect of these activities should be submitted to the following:

   Director
   Implementation Management Directorate
   Implementation Branch
   Claims and Indian Government
   Department of Indian Affairs and Northern Development
   Les Terrasses de la Chaudière
   Room 1550, 25 Eddy Street
   Hull, Quebèc
   Postal Address: Ottawa, ON K1A 0H4

4. Notice of appointments and other communications with Canada in respect of these activities should be sent to the following:

Director
Aboriginal and Territorial Relations Directorate
Department of Indian Affairs and Northern Development
Post Office Box 1500
4914-50th Street
Yellowknife, NT X1A 2R3

COST WORKSHEET - ENROLMENT AND RATIFICATION

Project: ELIGIBILITY COMMITTEE			Enrolment/ Ratification	PRE-ED	YEAR 1	YEAR 2
COMMITTEE						
Honoraria:	Chairperson		10,400	2,925	7,800	5,850
	Members (5)		36,000	10,125	27,000	20,250
Travel			13,400	3,900	13,400	7,800
Meals & Incidentals			12,080	3,398	9,060	6,795
Accommodations			14,400	3,600	9,600	7,200
Meeting rooms			6,000	1,500	4,000	3,000
STAFF						
Eligibility Coordinator: salary		35,000	10,000	30,000	15,000	
	benefits (19.5%)		6,825	1,950	5,850	2,925
Travel			1,200		1,200	
Meals & Incidentals			1,208		680	
Accommodations			1,440		720	
OFFICE / SUPPLIES / EQUIPMENT						
Rent			16,000	5,000	5,000	5,000
Furniture (purchase / rental)			3,500			
Phone, fax, postage, office supplies, photocopying			2,500	500	2,000	1,000
Computer/Printer/Software			5,000			
Insurance			500	500	500	500
PREPARATION OF OFFICIAL VOTERS LIST & RATIFICATION VOTE						
Enrolment Assistant (6 month contract)			24,000			
Chief Electoral Officer (1 month contract)			10,000			
Receptionist / Clerk (6 month contract)			18,000			
Returning Officers and Polling Clerks (14)			4,900			
Training related to Ratification Vote			4,772			
Translation of eligibility criteria			500			
Printing / posting Preliminary Voters List and Official Voters List			500			
Publicity re enrolment process and ratification vote			2,000			
Printing / mailing eligibility criteria information and forms			1,500			
Rent for polling stations			1,200			
Printing ballots, mail-in ballots, voting boxes, signage			500			
INFORMATION CAMPAIGN						
Printing / mailing information			5,000			
Consultation (Special Assembly)			50,000			
Publicity re the Agreement			2,000			
Community Meetings (organizing, advertising, rental)			5,000			
- Translation during community meetings						
- Equipment and Technician			7,650			
- Accommodations, meals			771			
- Travel (to Rae)			100			
- Translators			4,200			
- Travel (to Yellowknife)			200			
- Meals and incidentals			604			
- Accommodations			720			
- Charter aircraft			12,000			
DEVELOPMENT OF TŁĮCHǪ CITIZEN REGISTER & POST EFFECTIVE DATE						
Publication of Tłı̨chǫ Citizen Register				1,000		1,000
Development of enrolment procedures, including appeals			3,000	2,000		
Development and printing of information re the Register and eligibility criteria					2,000	
Issuance of proof of enrolment					6,000	
GENERAL						
Legal advice			5,000		2,000	1,000
Audit			2,000	2,000	2,000	2,000
START-UP						
Orientation Workshop			7,514			
			339,084	**48,398**	**128,810**	**79,320**

COST WORKSHEET NOTES

Enrolment And Ratification

- Honoraria for Chairperson: $325 per day
- Honoraria for Members: $225 per day
- Committee meetings on basis of:
  - Enrolment / Ratification: 8 meetings, 4 days duration (includes 1 day travel)
  - Pre - Effective Date: 3 meetings, 3 days duration (includes 1 day travel)
  - Year 1 8 meetings, 3 days duration (includes 1 day travel)
  - Year 2 6 meetings, 3 days duration (includes 1 day travel)
- Travel costs averaged at $300 for return flights and $100 if driving Rae to Yellowknife [.44 per kilometre]
- Meal & incidental allowance for persons on travel status at federal northern rate of $75.55 per day
- Accommodations for persons on travel status averaged at $120 per night
- Meeting room costs estimated at $250 per meeting day
- Coordinator salary prorated on an annual salary rate of 60K per annum
- Coordinator travels to Committee meetings when outside Rae
- Office rent for Enrolment / Ratification period based on 8 months at $2,000 per month
- Office rent for remaining periods based on annual rental of a modest single office
- Furniture purchase based on $3,000 per employee
- Furniture rental for two contract employees based on $250 per employee
- Insurance for contents estimated at $500
- Enrolment Assistant contract based on $200 per day
- Chief Electoral Officer contract based on $500 per day
- Returning Officer cost based on $200 per day
- Polling Clerk cost based on $150 per day
- Training related to ratification vote based on cost for a one day session in Rae for Returning Officers and Polling Clerks
- Rent for Polling Stations based $200 per location
- Estimates re translation equipment based on information from Pido Productions
- Cost of Translators based on 2 Translators per meeting at $300 per day each
- Charter aircraft to transport Eligibility Coordinator, Translators, Technician and equipment for Information Campaign
- Cost of Orientation Workshop based on a day and half session for the Committee members
- Cost of proof of enrolment cards based on purchase of equipment and consumables to produce 2,000 cards

ENROLMENT **Sheet # 3-2**

PROJECT: **Preparation of the initial Tłįchǫ Citizen Register**

RESPONSIBILITY: Eligibility Committee

PARTICIPANT / LIAISON: Dogrib Treaty 11 Council, Canada, Government of the Northwest Territories

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Prepare and provide information respecting eligibility to be enrolled as a Tłįchǫ Citizen	Eligibility Committee	as soon as possible after the ratification vote
2. Provide eligibility information to potential applicants, including applications for Tłįchǫ Citizenship, and dates during which applications may be made to be put on the initial Tłįchǫ Citizen Register and by which appeals may be made	Eligibility Committee	as soon as possible after the ratification vote
3. Receive and consider applications for persons to be put on the initial Tłįchǫ Citizens Register	Eligibility Committee	as received
4. Hear any appeals received within the stipulated time, and render their decision on eligibility	Eligibility Committee	prior to the effective date
5. Consolidate the list of names, and publish it as the initial Tłįchǫ Citizens Register	Eligibility Committee	after all appeals have been dealt with and before effective date
6. Provide copies of the Register to the Dogrib Treaty 11 Council and government	Eligibility Committee	upon consolidation of the Register

OBLIGATIONS ADDRESSED:

3.3.1 The Eligibility Committee shall,

(a) as soon as possible after the ratification vote referred to in 4.2.1(b), prepare information respecting eligibility to be enrolled as a Tłįchǫ Citizen and make that information available to eligible persons;

(b) set the dates during which applications may be made to be put on the initial Tłįchǫ Citizen Register and by which appeals under 3.3.4 may be made;

(c) receive and consider applications for persons to be put on the initial Tłįchǫ Citizens Register;

(d) after all appeals under 3.3.4 have been dealt with, prepare a list of names of each person
  (i) for whom an application to be put on the initial Tłįchǫ Citizens Register has been received by the Committee,
  (ii) who is eligible to be enrolled as a Tłįchǫ Citizen under 3.1.1(a) or (b), and
  (iii) who is not enrolled under another land claims agreement;

(e) by the effective date, publish the list prepared under (d), as the initial Tłįchǫ Citizens Register; and

(f) provide copies of the initial Tłįchǫ Citizens Register to the Dogrib Treaty 11 Council and to government.

3.3.4 An appeal, in writing, may be made to the Eligibility Committee within the period set by it under 3.3.1(b) by any person whose application for enrolment in the initial Tłįchǫ Citizen Register was rejected.

3.3.5 The Eligibility Committee shall give its decision on an appeal under 3.3.4 in writing to the appellant prior to publishing the initial Tłįchǫ Citizen Register.

RELATED CLAUSES: 1.1.1 ("Tłįchǫ", "initial enrolment period"), 3.1.1, 3.2.3, 3.3.2, 4.5, 4.6.1

FUNDING:

1. Funding for the initial enrolment period is identified in Sheet # 3-1.

PLANNING ASSUMPTIONS:

1. The development of the initial Tłįchǫ Citizen Register and the preliminary list of eligible voters will be coordinated to minimize duplication of effort and cost.

2. Copies of the initial Tłı̨chǫ Citizen Register, pursuant to 3.3.1(d) will be sent to Canada at the following address:

   Director
   Implementation Management Directorate
   Implementation Branch
   Claims and Indian Government
   Department of Indian Affairs and Northern Development
   Les Terrasses de la Chaudière
   Room 1550, 25 Eddy Street
   Hull, Quebèc
   Postal Address: Ottawa, ON K1A 0H4

3. Copies of the initial Tłı̨chǫ Citizen Register, pursuant to 3.3.1(d) will be sent to GNWT at the following address:

   Director of Implementation
   Ministry of Aboriginal Affairs
   Government of the Northwest Territories
   Post Office Box 1320
   Yellowknife, NT X1A 2L9

4. Copies of the initial Tłı̨chǫ Citizen Register, pursuant to 3.3.1(d) will be sent to the Dogrib Treaty 11 Council at the following address:

   Dogrib Treaty 11 Council
   P.O. Box 412
   Rae Edzo, NT X0E 0Y0

ENROLMENT **Sheet # 3-3**

PROJECT:	**Maintenance of the Tłįchǫ Citizens Register during the initial enrolment period**
RESPONSIBILITY:	Registrar, applicant
PARTICIPANT / LIAISON:	Tłįchǫ Citizens, Tłįchǫ Government (Tłįchǫ), applicant, Canada - Department of Indian Affairs and Northern Development - Implementation Management (IM), Government of the Northwest Territories - Ministry of Aboriginal Affairs (MAA)

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Provide each Tłįchǫ Citizen proof of enrolment on the Register	registrar	as soon as practical after the effective date or after enrolment on the Register
2. Prepare information respecting the Register and the eligibility criteria required to be enrolled as a Tłįchǫ Citizen	registrar	immediately following the effective date
3. Make information available regarding the Register and eligibility criteria to persons eligible to be enrolled as Tłįchǫ Citizens	registrar	after information is prepared
4. Add to the Register the name of each person eligible to be enrolled as a Tłįchǫ Citizen, and remove from the Register and make corrections to the name of any person on the Register, in accordance with 3.4.2, 3.4.3, 3.4.4 and 3.4.5	registrar	upon application received for enrolment or removal, or upon acquisition of other pertinent facts
5. Notify, in writing, any person whose application for enrolment is refused or whose name is removed from the register, indicating that decision, with reasons, along with details of appeal procedure and appeal period	registrar	on a timely basis
6. Appeal in writing to registrar for refusal or removal	applicant	at discretion, within 60 days of notice of such decision

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
7. Maintain record of all names refused or removed from the Register	registrar	ongoing
8. Provide government and the Tłı̨chǫ with notice of any alteration to the Register	registrar	as soon as any alteration is made
9. Provide every person reasonable access to the Register, and on request a copy of it or any part of it	registrar	ongoing from the effective date
10. Provide IM, MAA and the Tłı̨chǫ with a copy of the Register and each annual publication	registrar	annually on the anniversary of the effective date

OBLIGATIONS ADDRESSED:

3.4.1 The registrar shall prepare information respecting the Register and the eligibility criteria required to be enrolled as a Tłı̨chǫ Citizen and make that information available to persons eligible to be enrolled as Tłı̨chǫ Citizens.

3.4.2 After the effective date, the registrar shall add to the Register the name of each person eligible to be enrolled as a Tłı̨chǫ Citizen, and shall remove from the Register the name of any person and make corrections to the name of any person on the Register, upon application by

(a) that person, if he or she is not a child and is legally competent;

(b) the parent or guardian of that person, if he or she is a child; or

(c) the legal representative of that person, if he or she is legally incompetent.

3.4.3 After the effective date, the registrar shall remove the names of the following persons from the Register:

(a) a person who is dead;

(b) a person who is not a Canadian citizen or permanent resident of Canada, except where that person is eligible under 3.1.1(b);

(c) a person enrolled under another land claims agreement; and

(d) a person enrolled by mistake or on the basis of false or misleading supporting documentation.

3.4.4 A person's name shall not be removed under 3.4.3(b), (c) or (d) unless the person or, if that person is a child or is legally incompetent, his or her parent, where that parent has lawful authority to represent that person, or guardian or legal representative, has been given an opportunity to be heard.

3.4.5 For the purpose of enrolment in the Register under 3.4.2, to be considered as a Tłı̨chǫ person under (b) of the definition of "Tłı̨chǫ person" in 1.1.1, a person must,

(a) immediately before the effective date, have been a band member; or

(b) be a descendant of a person referred to in (a).

3.4.6 Any person whose application under 3.4.2 is refused or whose name is removed from the Register under 3.4.3 may, within 60 days of notice of such decision, appeal in writing to the registrar.

3.4.7 The registrar shall give notice in writing of the reasons for any decision to refuse an application under 3.4.2 or to remove a name from the Register under 3.4.3 and of the right to appeal, including the period for making an appeal,

(a) in the case of refusal to enrol, to the person from whom the application was received, and

(b) in the case of removal from the Register, to the person whose name was removed and any person who applied for its removal.

3.4.8 The registrar shall maintain a record of every person whose application under 3.4.2 is refused or whose name is removed from the Register under 3.4.3.

3.4.9 The Registrar shall provide each Tłı̨chǫ Citizen with proof of enrolment on the Register.

3.4.10 The registrar shall publish the Register at least once a year.

3.4.11 The registrar shall send to government and the Tłı̨chǫ Government a copy of each annual publication of the Register as well as a notice of any alteration to the Register as soon as it is made.

3.4.12 The registrar shall provide to every person reasonable access to the Register and, on request, a copy of it or any part thereof. The Registrar may impose a reasonable fee for copies.

RELATED CLAUSES: 1.1.1 ("Tłı̨chǫ person"), 3.1.1

FUNDING:

1. Funding for the initial enrolment period is identified in Sheet # 3-1.

PLANNING ASSUMPTIONS:

1. Reasonable access to the Register shall be provided by making a copy of the Register available for public viewing during normal office hours at the Tłįchǫ Government office and in each of the four Tłįchǫ community government offices.

2. Copies of the Register, pursuant to 3.4.11 will be sent to Canada at the following address:

   Director
   Implementation Management Directorate
   Implementation Branch
   Claims and Indian Government
   Department of Indian Affairs and Northern Development
   Les Terrasses de la Chaudière
   Room 1550, 25 Eddy Street
   Hull, Quebèc
   Postal Address: Ottawa, ON K1A 0H4

3. Copies of the Register, pursuant to 3.4.11 will be sent to GNWT at the following address:

   Director of Implementation
   Ministry of Aboriginal Affairs
   Government of the Northwest Territories
   Post Office Box 1320
   Yellowknife, NT X1A 2L9

ENROLMENT

Sheet # 3-4

PROJECT: **Enrolment appeal process during the initial enrolment period after the effective date**

RESPONSIBILITY: Eligibility Committee, Tłįchǫ Government (Tłįchǫ), appeal panel, person making an appeal

PARTICIPANT / LIAISON: Tłįchǫ Citizens, registrar

ACTIVITIES		RESPONSIBILITY	TIMING GUIDELINES
1.	Establish procedures and rules for appeals to the appeal panel	Eligibility Committee	by the effective date
2.	An appeal, in writing, may be made to the registrar where an application for enrolment has been refused or where a name has been removed from the Register	person making an appeal	within 60 days of issuance of notice of such decision
3.	Recommend to Eligibility Committee at least two names for appointment to appeal panel	Tłįchǫ	as soon as possible after effective date
4.	Establish an appeal panel composed of three persons	Eligibility Committee	as soon as possible following receipt of recommendation from the Tłįchǫ
5.	Amend procedures and rules as desired	appeal panel	as required
6.	Consider and complete all appeals commenced but not completed before the dissolution of the Eligibility Committee	appeal panel	within 60 days of receipt of notice of appeal
7.	Confirm date of dissolution of appeal panel	Eligibility Committee	immediately prior to the appointment of the registrar and dissolution of Eligibility Committee
8.	Establish an enrolment appeal process, to continue functions of the appeal panel after it is dissolved	Tłįchǫ	at time of designation of registrar

OBLIGATIONS ADDRESSED:

3.5.1 Subject to 3.5.2, between the effective date and the date the Eligibility Committee is dissolved, appeals under 3.4.6 shall be heard by an appeal panel, composed of three persons appointed by the Eligibility Committee, at least two of whom are appointed on the recommendation of the Tłįchǫ Government.

3.5.2 The appeal panel shall complete its consideration of any appeal commenced but not completed before the dissolution of the Eligibility Committee.

3.5.3 By the effective date, the Eligibility Committee shall establish procedures and rules for appeals to the appeal panel established under 3.5.1, and the panel may amend those procedures and rules.

3.5.4 At the same time it designates a registrar under 3.2.2, the Tłįchǫ Government shall establish an enrolment appeal process.

3.5.5 The principles of natural justice shall apply to the enrolment appeal process.

3.5.6 A decision on an appeal shall be made within 60 days of receipt of the appeal.

RELATED CLAUSES: 1.1.1 ("Tłįchǫ person"), 3.2.2, 3.4.6

FUNDING:

1. Funding for the initial enrolment period is identified in Sheet # 3-1.

PLANNING ASSUMPTIONS:

1. The appeal panel is dissolved immediately upon designation of the registrar and the establishment of a new appeal process, unless there are outstanding appeals which have already commenced, in which case the appeal panel will complete the consideration of any such appeals, which may include the balance of the 60 days provided for in 3.5.6.

ENROLMENT **Sheet # 3-5**

PROJECT: **Designation of, and functions of, the Tłı̨chǫ Government registrar**

RESPONSIBILITY: Tłı̨chǫ Government (Tłı̨chǫ), Canada - Department of Indian Affairs and Northern Development - Implementation Management (IM), registrar

PARTICIPANT / LIAISON: Eligibility Committee

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Notify IM and the Eligibility Committee, in writing, of an intention to designate a person or group of persons as the registrar	Tłı̨chǫ	within two years after the effective date
2. The Tłı̨chǫ and IM, in discussion with the Eligibility Committee, work out the details of the transition from the Eligibility Committee to the registrar	Tłı̨chǫ, IM	as soon as practical after notice is given
3. Designate a person or group of persons as the registrar	Tłı̨chǫ	within two years after the effective date, as determined by the Tłı̨chǫ
4. During the initial enrolment period, prepare an operations budget for the registrar and the enrolment appeal process and submit it to IM	Tłı̨chǫ	in a timely fashion
5. Approve budgets as prepared or as varied	IM	within 45 days of receipt
6. Determine its own procedures and rules which shall be in accordance with the principles of natural justice	registrar	after designation of a registrar
7. Maintain Tłı̨chǫ Citizen Register as set out in Sheet # 3-3	registrar	after designation of a registrar
8. Maintain the enrolment appeal process set out in Sheet # 3-4	registrar	after designation of a registrar

ACTIVITIES		RESPONSIBILITY	TIMING GUIDELINES
9.	Following the initial enrolment period, provide funding for the enrolment process	Tłı̨chǫ	ongoing after the end of the initial enrolment period

OBLIGATIONS ADDRESSED:

3.2.2 Before the end of the initial enrolment period, the Tłı̨chǫ Government shall designate a person or group of persons as the registrar.

3.2.3 The Eligibility Committee is dissolved upon the designation of the person or group of persons, as registrar, by the Tłı̨chǫ Government under 3.2.2. From the effective date, until it is dissolved, the Eligibility Committee shall perform the functions of the registrar. If it is dissolved while any appeal under 3.4 is pending, the Committee shall finalize its decision on the appeal as if it had not been dissolved.

3.2.4 The Eligibility Committee and the registrar shall determine its own procedures and rules which shall be in accordance with the principles of natural justice.

3.6.1 The Government of Canada shall, until the end of the initial enrolment period, pay the costs incurred, in accordance with an approved budget, by the Eligibility Committee and its appeal panel and by the Tłı̨chǫ Government registrar and its appeal body.

3.6.2 The Eligibility Committee and, where applicable, the Tłı̨chǫ Government shall prepare an operations budget for each year in the initial enrolment period and submit it to the Government of Canada. The Government of Canada may approve the budget as prepared or vary it and approve it as varied. The budget shall provide for funds reasonably required to fulfill the mandates of the Committee, the Tłı̨chǫ Government registrar, where applicable, and their appeal panel or body and shall be in accordance with the Government of Canada's Treasury Board guidelines.

3.6.3 After the initial enrolment period, the Tłı̨chǫ Government shall bear the costs of the enrolment process, including the costs of its enrolment appeal process.

FUNDING:

1. Funding for the initial enrolment period is identified in Sheet # 3-1.

2. Funding for the registrar and the enrolment appeal process after the end of the initial enrolment period will be a cost to the Tłı̨chǫ Government.

PLANNING ASSUMPTIONS:

1. For the purpose of submitting a proposed budget, "in a timely fashion" in Activity 4, means at least 45 days prior to the beginning of the fiscal year.

2. Upon dissolution of the Eligibility Committee, a final audit and reporting will be required, as well as other necessary wind-up activities, and a new budget will be set for funding the registrar.

Sheet # 4-1

RATIFICATION

PROJECT: **Ratification by Tłı̨chǫ**

RESPONSIBILITY: Eligibility Committee, Chief Negotiators, Dogrib Treaty 11 Council (Dogrib), Dogrib Grand Chief, Dogrib Executive, Canada, Government of the Northwest Territories (GNWT)

PARTICIPANT / LIAISON: Tłı̨chǫ Citizens

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Initial the Agreement	Chief Negotiators	upon completion of negotiations
2. Submit initialled Agreement to the Dogrib for ratification	Dogrib Chief Negotiator	as soon as possible after initialling
3. Approve the initialled Agreement	Dogrib	prior to initiating the ratification vote process
4. Submit a draft of the form and content of the ballot to the Chief Negotiators for their approval	Eligibility Committee	prior to publication of the preliminary list of eligible voters
5. Approve, or vary, the proposed form and content of ballots and inform the Eligibility Committee	Chief Negotiators	as soon as practicable
6. Afford eligible voters a reasonable opportunity to review the substance and details of the Agreement by providing them with a copy of the Agreement and making available summaries of the Agreement	Eligibility Committee, Dogrib, Canada, GNWT	after the publication of the preliminary list of eligible voters
7. Establish rules for conduct of the ratification vote, by secret ballot, including establishment of polling stations, and establishment of the same voting date(s) for all polling stations	Eligibility Committee	prior to production of the Voters List

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
8. Organize at least one community meeting in each community to provide eligible voters an opportunity to discuss the Agreement with representatives of the Dogrib and government	Eligibility Committee	prior to production of the Voters List
9. Organize the ratification vote, including the printing of the ballots, engaging voting officers and securing polling locations	Eligibility Committee	prior to the vote
10. Publish dates of vote and location of polling stations in each community with a polling station	Eligibility Committee	a reasonable period of time prior to the first day of the vote
11. Carry out the ratification vote based upon the initialled documents	Eligibility Committee	on published voting date(s)
12. Receive and tabulate all ballots and publish the results in accordance with 4.8.6	Eligibility Committee	immediately following completion of the vote.
13. Secure and retain all ballots cast in the ratification vote	Eligibility Committee	until the effective date
14. Sign the Agreement	Dogrib Grand Chief, Dogrib Executive and representatives of Canada and GNWT	as soon as possible after positive Tłı̨chǫ ratification vote

OBLIGATIONS ADDRESSED:

4.1.1 Once the Agreement has been initialled by the chief negotiators, it shall be submitted by them to their principals for ratification in accordance with this chapter.

4.1.2 Government shall consider the Agreement as soon as possible after approval by the Dogrib Treaty 11 Council under 4.2.1(a).

4.1.3 The Agreement shall be signed by the Grand Chief and the executive of the Dogrib Treaty 11 Council and by government as soon as possible after they have been authorized to sign.

4.2.1 Tłı̨chǫ ratification shall consist of

(a) approval of the Agreement by the Dogrib Treaty 11 Council;

(b) approval of the Agreement by a majority of the persons whose names are on the Voters List through a ratification vote held in accordance with these provisions; and

(c) the signing of the Agreement by the executive of the Dogrib Treaty 11 Council as authorized through the ratification vote.

4.7.1 The Eligibility Committee shall be responsible for affording eligible voters a reasonable opportunity to review the substance and details of the Agreement.

4.7.2 The Eligibility Committee shall organize community meetings to provide eligible voters an opportunity to discuss the Agreement with representatives of the Dogrib Treaty 11 Council and government.

4.8.1 The Eligibility Committee shall establish rules, consistent with these provisions, for the conduct of the ratification vote, including the establishment of polling stations. These rules may provide for advance voting by means other than voting at polling stations.

4.8.2 The ratification vote shall be held on the same date or dates in all of the polling stations.

4.8.3 The date or dates of the ratification vote and the location of the polling stations shall be made public.

4.8.4 The ratification vote shall be by secret ballot.

4.8.5 The form and contents of the ballot shall be approved by the chief negotiators.

4.8.6 The Eligibility Committee shall receive and tabulate all ballots and publish the results in each Tłı̨chǫ community, in Yellowknife and in any other location it considers appropriate, showing

(a) the total number of ballots cast;

(b) the total number of ballots approving the Agreement;

(c) the total number of ballots not approving the Agreement; and

(d) the total number of ballots spoiled or rejected.

RELATED CLAUSES: 2.1.2, 4.4.1

FUNDING:

1. Funding for the initial enrolment period is identified in Sheet # 3-1.

PLANNING ASSUMPTIONS:

1. The vote may take place over more than one day, and may include advance polls, provided the polls are held on the same date(s) in all of the polling stations, in accordance with 4.8.1 and 4.8.2.

2. The Communications Committee will develop summaries of the Agreement and of the associated documents.

3. The Eligibility Committee will make available copies of the associated documents, and will provide copies to eligible voters on request.

4. For the purpose of this Activity Sheet, "Agreement" includes its associated agreements, including at least the Implementation Plan and the Intergovernmental Services Agreement.

RATIFICATION **Sheet # 4-2**

PROJECT: **Ratification by the Government of the Northwest Territories**

RESPONSIBILITY: Government of the Northwest Territories - Ministry of Aboriginal Affairs (MAA), GNWT Minister of Aboriginal Affairs, Legislative Assembly of the NWT (Legislative Assembly), Chief Negotiators, Dogrib Treaty 11 Council (Dogrib), Canada

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Initial the Agreement	Chief Negotiators	upon completion of negotiations
2. Submit the initialled Agreement to the Minister of Aboriginal Affairs for ratification	GNWT Chief Negotiator	as soon as possible after initialling
3. Submit initialled Agreement to the Executive Council for approval and authority to sign	Minister of Aboriginal Affairs	as soon as possible after approval by the Dogrib Treaty 11 Council
4. Sign the Agreement	Minister of Aboriginal Affairs and representatives of the Dogrib and Canada	as soon as possible after positive Dogrib ratification vote and approval of territorial Executive Council and federal Cabinet
5. Develop settlement legislation in consultation with the Dogrib	MAA	as soon as possible following signing of Agreement
6. Consider settlement legislation	Legislative Assembly	as determined by the Legislative Assembly
7. Territorial settlement legislation brought into effect	Legislative Assembly	at the same time as federal settlement legislation brought into force

OBLIGATIONS ADDRESSED:

4.1.1 Once the Agreement has been initialled by the chief negotiators, it shall be submitted by them to their principals for ratification in accordance with this chapter.

4.1.2 Government shall consider the Agreement as soon as possible after approval by the Dogrib Treaty 11 Council under 4.2.1(a).

4.1.3 The Agreement shall be signed by the Grand Chief and the executive of the Dogrib Treaty 11 Council and government as soon as possible after they have been authorized to sign.

4.1.4 The Government of the Northwest Territories shall recommend to the Legislative Assembly that the Agreement be approved, given effect and declared valid by territorial legislation.

4.3.1 Government of the Northwest Territories ratification shall consist of

(a) approval of the Agreement by the Executive Council;

(b) signing of the Agreement by the Minister authorized by the Executive Council; and

(c) the coming into force of territorial settlement legislation.

4.3.3 The federal settlement legislation shall be brought into force by a date set by a federal order in council, after consultation with the Dogrib Treaty 11 Council, and that date shall be more than two weeks after the order is made. The territorial settlement legislation shall be brought into force on the same date as the federal settlement legislation.

RELATED CLAUSES: 2.1.2, 2.11.1, 4.2.1(a)

PLANNING ASSUMPTIONS:

1. For the purpose of this Activity Sheet, "Agreement" includes its associated agreements, including at least the Implementation Plan and the Intergovernmental Services Agreement.

RATIFICATION **Sheet # 4-3**

PROJECT: **Ratification by Canada**

RESPONSIBILITY: Canada - Department of Indian Affairs and Northern Development (DIAND), DIAND Minister, Canada - Department of Justice, Parliament of Canada (Parliament), Chief Negotiators, Dogrib Treaty 11 Council (Dogrib), Government of the Northwest Territories (GNWT)

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Initial the Agreement	Chief Negotiators	upon completion of negotiations
2. Submit initialled Agreement to the DIAND Minister for ratification	Chief Federal Negotiator	as soon as possible after initialling
3. Submit initialled Agreement to Cabinet for approval and authority to sign	DIAND Minister	as soon as possible after approval by the Dogrib Treaty 11 Council and approval of territorial Executive Council
4. Sign the Agreement	DIAND Minister and representatives of the Dogrib and GNWT	as soon as possible after federal Cabinet approval
5. Draft settlement legislation in consultation with the Dogrib	Department of Justice	following Cabinet approval
6. Consider settlement legislation	Parliament	as determined by Parliament
7. Consult with the Dogrib regarding a date on which the settlement legislation shall be brought into force	DIAND	after passage of settlement legislation
8. Notify GNWT of agreed-upon date on which federal settlement legislation will come into force	DIAND	following consultation with the Dogrib
9. Approval of an Order in Council setting out the date on which the settlement legislation shall be brought into force	Canada	as agreed

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
10. Federal settlement legislation brought into force	Parliament	on date set by order in council, at least two weeks after the order is made

OBLIGATIONS ADDRESSED:

4.1.1 Once the Agreement has been initialled by the chief negotiators, it shall be submitted by them to their principals for ratification in accordance with this chapter.

4.1.2 Government shall consider the Agreement as soon as possible after approval by the Dogrib Treaty 11 Council under 4.2.1(a).

4.1.3 The Agreement shall be signed by the Grand Chief and the executive of the Dogrib Treaty 11 Council and government as soon as possible after they have been authorized to sign.

4.1.5 After the federal Minister has signed the Agreement, the Government of Canada shall recommend the federal bill for settlement legislation to Parliament. The federal settlement legislation shall provide that the Agreement is approved, given effect and declared valid.

4.3.2 Government of Canada ratification shall consist of

(a) signing of the Agreement by the Minister; and

(b) the coming into force of federal settlement legislation.

4.3.3 The federal settlement legislation shall be brought into force by a date set by a federal order in council, after consultation with the Dogrib Treaty 11 Council, and that date shall be more than two weeks after the order is made. The territorial settlement legislation shall be brought into force on the same date as the federal settlement legislation.

RELATED CLAUSES: 2.1.2, 2.11.1, 4.2.1(a)

PLANNING ASSUMPTIONS:

1. For the purpose of this Activity Sheet, "Agreement" includes its associated agreements, including at least the Implementation Plan and the Intergovernmental Services Agreement.
2. Federal and Territorial settlement legislation will take effect concurrently, on a date agreed to by the Parties.

RATIFICATION **Sheet # 4-4**

PROJECT: **Preparation of the Voters List**

RESPONSIBILITY: Eligibility Committee

PARTICIPANT / LIAISON: Dogrib Treaty 11 Council, applicants

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Provide eligibility information to potential applicants, including applications regarding being put on the voters list	Eligibility Committee	after date of initialling Agreement
2. Set the date or dates of the Tłı̨chǫ ratification vote	Eligibility Committee	after Agreement initialled
3. Receive applications from persons seeking to be placed on the voters list	Eligibility Committee	until the day before the publication of the preliminary voters list
4. Verify the applications received and prepare a preliminary list of eligible voters	Eligibility Committee	until the day before the publication of the preliminary voters list
5. Set date by which appeals must be made and specify that date on the preliminary voters list	Eligibility Committee	before publication of the preliminary voters list
6. Publish the preliminary voters list in each Tłı̨chǫ community, in Yellowknife and in any other community it considers appropriate	Eligibility Committee	as soon as possible after the expiry of the appeal period, and at least 75 days prior to the ratification vote
7. Correct errors brought to its attention	Eligibility Committee	ongoing
8. Revise the preliminary voters list in accordance with decisions under 4.5 and produce it as the Voters List	Eligibility Committee	at least 30 days before the first day of the vote at the polling stations

OBLIGATIONS ADDRESSED:

4.4.1 The Eligibility Committee shall

(a) set the date or dates of the Tłįchǫ ratification vote;

(b) prepare and distribute information respecting the Tłįchǫ ratification vote, including eligibility for voting;

(c) receive and consider applications from persons to be put on the voters list;

(d) prepare a preliminary list of every person who applies to have his or her name put on the Voters List and who is an eligible voter;

(e) set the date by which appeals under 4.5.1 must be made, which shall be at least 45 days after the publication of the preliminary voters list, and specify that date on that list; and

(f)publish the preliminary voters list in each Tłįchǫ community, in Yellowknife and in any other location it considers appropriate.

4.5.4 The Eligibility Committee shall, whether or not an appeal has been made, correct any errors in the preliminary voters list, other than those that can be raised under 4.5.1(a) or (b), where those errors are brought to its attention within the period set by it under 4.4.1(e).

4.6.1 The Eligibility Committee shall, at least 30 days before the first day of the Tłįchǫ ratification vote at the polling stations, revise the preliminary voters list in accordance with its decisions under 4.5 and produce it as the Voters List.

RELATED CLAUSES: 1.1.1 ("Tłįchǫ person"), 3.1.1

FUNDING:

1. Funding for the initial enrolment period is identified in Sheet # 3-1.

PLANNING ASSUMPTIONS:

1. The development of the initial Tłįchǫ Citizen Register and the preliminary list of eligible voters will be coordinated to minimize duplication of effort and cost.

RATIFICATION **Sheet # 4-5**

PROJECT: **Appeals in relation to the Voters List**

RESPONSIBILITY: Eligibility Committee, applicants

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Notify any person whose name was rejected from inclusion in the preliminary voters list	Eligibility Committee	when publishing the preliminary voters list
2. Make appeal in writing to the Eligibility Committee	applicant	at discretion, within the period set for making appeals
3. Hear appeals, make decisions and inform appellants (and other persons, where applicable) in writing	Eligibility Committee	prior to publishing the Voters List
4. Revise the preliminary voters list in accordance with decisions under 4.5 and produce it as the Voters List	Eligibility Committee	at least 30 days before the first day of the vote

OBLIGATIONS ADDRESSED:

4.5.1 An appeal, in writing, may be made to the Eligibility Committee within the period set by it under 4.4.1(e),

(a) by a person whose name is not on the preliminary voters list to have his or her name included in the Voters List whether or not the person applied before the publication of the preliminary Voters List;

(b) by a person whose name is on the preliminary voters list to prevent the name of another person being included in the Voters List on the basis of ineligibility;

(c) by a person whose name is on the preliminary voters list to prevent his or her name from being included in the Voters List.

4.5.2 The Eligibility Committee shall, in respect of an appeal under 4.5.1,

(a) hear it in the manner it considers appropriate;

(b) in the case of an appeal under 4.5.1(b), give the person alleged to be ineligible an opportunity to be heard;

(c) make its decision on the evidence available, which may include unsworn written statements and hearsay evidence; and

(d) prior to publishing the Voters List, give its decision in writing to the appellant and, in the case of an appeal under 4.5.1(b), to the person alleged to be ineligible.

4.5.3 The Eligibility Committee shall grant an appeal made under 4.5.1(c).

4.5.5 A decision of the Eligibility Committee under 4.5 is final.

RELATED CLAUSES: 1.1.1 ("Tłı̨chǫ person"), 4.4.1(e), 4.5.1

FUNDING:

1. Funding for the initial enrolment period is identified in Sheet # 3-1.

PLANNING ASSUMPTIONS:

1. The development of the initial Tłı̨chǫ Citizen Register and the preliminary list of eligible voters will be coordinated to minimize duplication of effort and cost.

IMPLEMENTATION **Sheet # 5-1**

PROJECT: **Implementation Committee - Implementation Plan**

RESPONSIBILITY: Implementation Committee, Canada - Department of Indian Affairs and Northern Development - Implementation Branch (IB), Tłı̨chǫ Government (Tłı̨chǫ), Government of the Northwest Territories - Ministry of Aboriginal Affairs (MAA)

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Designate one person (each) to represent each Party on the Implementation Committee, and notify the other Parties, in writing, of the designates	Tłı̨chǫ, IB, MAA	within two months of the effective date
2. Develop Committee protocol or procedures, and a schedule of meetings, to be held at least twice yearly, or as otherwise determined by the Committee	Implementation Committee	as soon as possible following establishment of the Committee
3. Review funding levels identified in the Implementation Plan ("the Plan"), and make any necessary adjustments, to the extent authorized by the Plan	Implementation Committee	as required, ongoing
4. Attempt to resolve any implementation issues which arise	Implementation Committee	at the request of any of the Parties, prior to reference to the chapter 6 dispute resolution process
5. Coordinate the preparation of the Annual Report required under 5.2.4	Implementation Committee	as soon as practicable following the end of each fiscal year
6. Publish the Annual Report	IB	upon approval by the Committee, prior to December 31, covering the preceding fiscal year
7. Initiate a full review of the entire Plan prior to its expiry	Implementation Committee	prior to the renewal or renegotiation of the Plan, and no later than the beginning of the eighth year

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
8. Make recommendations to the Parties respecting the implementation of the Agreement beyond the initial 10-year period	Implementation Committee	following the review of the Plan, and prior to the end of the ninth year of the Plan
9. Initiate negotiations to extend the Plan beyond the current 10-year period	Tłįchǫ, IB, MAA	no later than the beginning of the final year of the Plan
10. Notify the other Parties, in writing, of any new or replacement Implementation Committee representative	Tłįchǫ, IB, MAA	as required

OBLIGATIONS ADDRESSED:

5.2.1 Within two months of the effective date, an Implementation Committee shall be established.

5.2.2 The Implementation Committee shall consist of three persons: one person representing and designated by the Government of Canada; one person representing and designated by the Government of the Northwest Territories; and one person representing and designated by the Tłįchǫ Government.

5.2.3 Decisions of the Implementation Committee shall be by unanimous agreement.

5.2.4 The Implementation Committee shall oversee the implementation of the Agreement by

(a) monitoring the status of the implementation plan;

(b) revising activities and funding levels identified in the implementation plan, to the extent authorized by the plan;

(c) attempting to resolve implementation issues, without in any way affecting the application of chapter 6;

(d) making recommendations to the Parties respecting the implementation of the Agreement beyond the initial 10-year period; and

(e) providing the Parties with an annual report on the implementation of the Agreement.

5.2.5 Each Party shall be responsible for the costs of the participation of its representative to the Implementation Committee.

5.2.6 The Government of Canada shall be responsible for publishing the annual report.

RELATED CLAUSES: chapter 6, Tłı̨chǫ Financing Agreement

FUNDING:

1. Each Party shall be responsible for the costs of the participation of its representative to the Implementation Committee.

2. The Government of Canada shall be responsible for publishing the annual report.

EXPLANATORY NOTE:

The following shall apply to the operations of the Implementation Committee, unless otherwise agreed by the Parties:

1. All decisions of the Implementation Committee shall be by unanimous agreement of all members, and the Committee shall keep a record of its determinations.

2. The Implementation Committee will fulfil its ongoing responsibility to oversee and monitor the implementation of the agreement by soliciting periodic activity reports from government and the Tłı̨chǫ Government. The Committee will review the activity reports and communicate with the parties with respect to actions that could be taken to facilitate implementation.

3. The Implementation Committee may revise the Activity Sheets, reallocate resources consistent with government budgetary processes, or amend the Implementation Plan following consultation with the agencies or parties affected. Reallocation of funding by the Committee may be done only with respect to the allocations of funds set out in this Plan, except for reallocation from the Wildlife Studies Fund, identified in Part 2 of Annex D.

4. Should the Implementation Committee make a decision that requires resources additional to those identified in the Implementation Plan, the Implementation Committee shall make its recommendations for additional resources to the Parties. The Parties retain the right to accept, modify, or reject recommendations for additional resources.

5. The Implementation Committee shall determine from time to time when an obligation has been fulfilled. To determine whether an obligation has been fulfilled, the Committee shall review activity reports as follows:

   a. one-time activities will be fulfilled when the activity described in the Implementation Plan has been completed;

   b. ongoing activities will be reviewed annually by the Committee which will determine which obligations, if any, remain unfulfilled.

6. All persons or agencies with a responsibility to undertake an implementation activity shall prepare an activity report(s) for the review of the responsible Minister. In the case of implementation activities undertaken by the Tłı̨chǫ Government or its designate, activity reports will be forwarded to the Tłı̨chǫ Executive Council.

7. Activity reports will indicate the status of implementation activities undertaken to date and a projection of the action that will be taken by the end of the fiscal year.

IMPLEMENTATION **Sheet # 5-2**

PROJECT: **Tłı̨chǫ Finance Committee - Tłı̨chǫ Government Financing Agreement**

RESPONSIBILITY: Tłı̨chǫ Finance Committee (Committee), Tłı̨chǫ Government (Tłı̨chǫ), Canada - Department of Indian Affairs and Northern Development - Implementation Branch (IB)

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Designate one person (each) to represent each Party on the Tłı̨chǫ Finance Committee, and notify the other Party, in writing, of their designate	Tłı̨chǫ, IB	within two months of the effective date
2. Develop Committee protocol or procedures, and a schedule of meetings, to be held at least once yearly, or as otherwise determined by the Committee	Committee	as soon as possible following establishment of the Committee
3. Establish terms of reference for the comprehensive review of the Tłı̨chǫ Financing Agreement, and recommend their approval to the Parties	Committee	within two years following the effective date
4. Attempt to resolve any issues which arise with respect to the implementation of the Tłı̨chǫ Government Financing Agreement	Committee	at the request of any of the Parties, prior to reference to the chapter 6 dispute resolution process
5. Make recommendations respecting any changes to the Tłı̨chǫ Financing Agreement	Committee	as agreed
6. Meet at least once a year to carry out an annual review of the Tłı̨chǫ Financing Agreement	Committee	as agreed by the Committee
7. Carry out a comprehensive review of the Tłı̨chǫ Financing Agreement, in accordance with the terms of reference established in Activity 3	Committee	during the fourth year of the Financing Agreement

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
8. Notify other Party, in writing, of change in appointee to membership of Tłı̨chǫ Finance Committee	Tłı̨chǫ, IB	as soon as possible after change in membership is decided, and prior to next meeting of the Committee

OBLIGATIONS ADDRESSED:

Tłı̨chǫ Financing Agreement

RELATED CLAUSES: 5.2.1, 5.2.2, 5.2.3, 5.2.5, 7.11.2, 7.11.6, 7.11.12, chapter 6

FUNDING:

1. Each Party shall be responsible for the costs of the participation of its representative to the Committee.

PLANNING ASSUMPTIONS:

1. The Tłı̨chǫ Finance Committee will be comprised of the two members of the Implementation Committee appointed by Canada and the Tłı̨chǫ Government, or as otherwise determined by the Parties.
2. All decisions of the Committee shall be by unanimous agreement of all members, and the Committee shall keep a record of its determinations.
3. Should the Tłı̨chǫ Finance Committee make a decision that requires resources additional to those identified in the Financing Agreement, the Committee shall make its recommendations for additional resources to the Tłı̨chǫ and Canada. The Tłı̨chǫ and Canada retain the right to accept, modify, or reject recommendations for additional resources.
4. The members of the Tłı̨chǫ Finance Committee may invite the Government of the Northwest Territories to participate in meetings of the Committee, at their discretion.

DISPUTE RESOLUTION **Sheet # 6-1**

PROJECT: **Appointment of dispute resolution administrator**

RESPONSIBILITY: Canada - Department of Indian Affairs and Northern Development (DIAND), Tłı̨chǫ Government (Tłı̨chǫ), Government of the Northwest Territories - Ministry of Aboriginal Affairs (MAA)

PARTICIPANT / LIAISON: administrator, deputy administrator

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Complete discussions to select a dispute resolution administrator and a deputy dispute resolution administrator	Tłı̨chǫ, DIAND, MAA	as soon as possible after effective date
2. Jointly appoint dispute resolution administrator, and a deputy dispute resolution administrator to act in their absence	Tłı̨chǫ, DIAND, MAA	as soon as possible after agreeing to appointees
3. Remove an administrator or deputy administrator for cause	Tłı̨chǫ, DIAND, MAA	as required, following joint decision of the parties
4. Carry out Activities 1 and 2 each time there is a requirement to appoint an administrator or deputy administrator	Tłı̨chǫ, DIAND, MAA	prior to the expiry of a term, or in the event of a vacancy arising, as soon as possible

OBLIGATIONS ADDRESSED:

6.2.1 As soon as possible after the effective date, the Parties shall jointly appoint a dispute resolution administrator and a deputy to act as administrator during any period while the administrator is unable to act. The Parties shall fill any vacancy without delay.

6.2.3 The term of appointment of the administrator and the deputy shall be six years and the administrator and the deputy may be reappointed.

6.2.4 The administrator or the deputy may be removed for cause by joint decision of the Parties.

RELATED CLAUSES: 6.1.1, 6.2.2, 6.4, 6.5

PLANNING ASSUMPTIONS:

1. The deputy administrator will act only in the absence of the administrator.

DISPUTE RESOLUTION **Sheet # 6-2**

PROJECT: **Approval of budget for the dispute resolution administrator**

RESPONSIBILITY: Department of Indian Affairs and Northern Development (DIAND), Tłı̨chǫ Government (Tłı̨chǫ), Government of the Northwest Territories - Ministry of Aboriginal Affairs (MAA), administrator

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Prepare a draft budget for administrator and deputy administrator costs	administrator	as soon as possible after appointment and, thereafter, annually in a timely fashion prior to the beginning of the new fiscal year
2. Notify the Tłı̨chǫ, DIAND and MAA of budgetary requirements, in sufficient form and detail to allow them to prepare their views on the matter; provide a reasonable period of time in which they may prepare their views on the matter, and provide an opportunity to present their views	administrator	as soon as possible after draft budget is prepared
3. Review the draft budget and present any views to the administrator	Tłı̨chǫ, DIAND, MAA	within reasonable period of time identified in Activity 2
4. Give full and fair consideration to any views presented	administrator	after receiving views and before finalizing budget
5. Finalize budget, taking into account views received	administrator	as soon as practicable
6. Submit proposed budget to DIAND for approval	administrator	as soon as possible after preparing final budget
7. Approve budget as submitted, or as varied	DIAND	prior to the beginning of the new fiscal year, if possible

OBLIGATIONS ADDRESSED:

6.2.5 The administrator and the deputy shall be remunerated at a rate set by government for time worked which shall be within the range set by government for public servants performing equivalent functions, and shall be paid for reasonable expenses incurred by them that are consistent with Treasury Board guidelines for public servants.

6.2.6 The administrator, in consultation with the Parties, shall prepare an annual budget and submit it to government. Government may approve the budget as submitted or vary it and approve it as varied. The budget shall provide for the funds reasonably required to fulfill the mandate of the administrator and the deputy, including those required to pay remuneration and expenses under 6.2.5.

6.2.7 Costs incurred by the administrator and the deputy in accordance with the approved budget, including their remuneration and expenses, shall be a charge on government.

FUNDING:

1. Identified funding:

Year 1	Year 2	Year 3	Year 4	Year 5
18,000	8,000	8,000	8,000	8,000

Year 6	Year 7	Year 8	Year 9	Year 10
8,000	8,000	8,000	8,000	8,000

PLANNING ASSUMPTIONS:

1. The deputy administrator will act only in the absence of the administrator.
2. For the purpose of submitting a proposed budget, "in a timely fashion", in Activity 1, means at least 45 days prior to the beginning of the new fiscal year in order to permit time to review and approve the budget in advance of the new fiscal year.

3. Annual budget submissions should be sent to the following:

Director
Implementation Management Directorate
Implementation Branch
Claims and Indian Government
Department of Indian Affairs and Northern Development
Les Terrasses de la Chaudière
Room 1550, 25 Eddy Street
Hull, Québec
Postal Address: Ottawa, ON K1A 0H4

COST WORKSHEET - DISPUTE RESOLUTION

Project: DISPUTE RESOLUTION	2002 constant									
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR
ADMINISTRATOR										
Annual Retainer	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Maintenance of record of decisions	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
Development of rules and guidelines	10,000									
DEPUTY ADMINISTRATOR										
Annual Retainer	500	500	500	500	500	500	500	500	500	500
	18,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000

COST WORKSHEET NOTES

Dispute Resolution

- The annual retainer for the administrator is composed of $1,000 for a 'stand-by' fee and the remainder is a pre-payment for services billable at a rate of $ 70 per hour.

- The services for which the administrator may bill will be in accordance with the duties set out in Chapter 6.

- If the pre-payment for services portion of the annual retainer for the administrator is not used for the services identified that amount shall be reimbursed to DIAND.

- If the administrator exhausts the amount that is pre-paid, the administrator will provide a detailed accounting of the services provided and will be remunerated at the agreed rate by DIAND.

- The maintenance of the record of decisions includes making the decisions available to the public.

- The administrator will allow access to the arbitration decisions on terms and conditions established by the administrator.

- Any provision of copies of the decisions will be subject to any cost recovery charges established by the administrator.

- The development of the rules includes those for mediation and arbitration and the guidelines includes developing criteria or qualifications for persons to be placed on the roster and rules setting criteria for determining whether there has been adequate discussion.

- The annual retainer for the deputy administrator consists of a 'stand-by' fee.

- If the administrator is unable to perform duties of the administrator the deputy administrator will perform those duties and bill DIAND for those services at the same rate as billable by the administrator.

DISPUTE RESOLUTION **Sheet # 6-3**

PROJECT: **General functions of the dispute resolution administrator**

RESPONSIBILITY: Canada - Department of Indian Affairs and Northern Development (DIAND), Tłįchǫ Government (Tłįchǫ), Government of the Northwest Territories - Ministry of Aboriginal Affairs (MAA), dispute resolution administrator (administrator)

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Invite each of the Parties to provide, within a specified period, a list of recommended candidates to act as mediators and arbitrators, including suitability criteria to be considered, consistent with 6.3.2	administrator	immediately after appointment, and as required thereafter
2. Submit names of potential candidates to the administrator	DIAND, MAA, Tłįchǫ	within reasonable period of time specified by the administrator
3. Notify each Party of any person recommended who does not meet the standard in 6.3.2, and give an opportunity for that Party to recommend an additional candidate	administrator	as required
4. Submit additional candidate names to replace those which were unacceptable, if desired	DIAND, MAA, Tłįchǫ	within reasonable period of time specified by the administrator
5. Establish and maintain from the lists a roster of no more than 12 persons, in accordance with 6.3.2	administrator	after period specified for submission of recommended candidates

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
6. Notify the Parties of intent to establish rules for mediation and arbitration, including rules setting criteria for determining whether there have been adequate attempts to resolve a dispute by discussion for the purpose of 6.1.1 and 6.4.1, in sufficient form and detail to allow the Parties to prepare their views on the matter; provide a reasonable period of time in which the Parties may prepare their views on the matter, and provide an opportunity to present their views	administrator	as soon as possible after appointment
7. Review information provided and prepare and present views on the matter	DIAND, MAA, Tłįchǫ	within reasonable period of time indicated in Activity 6
8. Give full and fair consideration to any views presented	administrator	after receiving views and before making final decision on the rules
9. Make decision, notify Parties of the decision, and provide copies of rules to the Parties	administrator	after giving full and fair consideration to views received
10. Establish and maintain a record of arbitration decisions which shall be made available for public viewing	administrator	as soon as possible after appointment

OBLIGATIONS ADDRESSED:

6.3.1 The administrator shall

(a) from time to time, invite each of the Parties to provide, within a period specified by the administrator, a list of recommended candidates to act as mediators and arbitrators;

(b) in accordance with 6.3.2, establish and maintain from the lists a roster of no more than 12 persons;

(c) in consultation with the Parties, establish rules for mediation, including rules setting criteria for determining whether there have been adequate attempts to resolve a dispute by discussion for the purpose of 6.1.1 and 6.4.1;

(d) in consultation with the Parties, establish rules for arbitration, which shall provide for an expeditious and, where appropriate, informal process;

(e) in accordance with 6.4 and 6.5, appoint mediators and arbitrators; and

(f) maintain a public record of arbitration decisions.

6.3.2 The administrator shall identify the persons on the lists who the administrator considers to have a familiarity with the circumstances of the Parties and their relationships or with analogous circumstances and relationships, and to have the skills and abilities to act as mediators and arbitrators. The administrator shall notify each Party of any person recommended by it who does not meet this standard and give an opportunity for it to recommend an additional candidate. The administrator shall put on the roster all those on a list who meet the standard except that if there are more than 12 such persons, the administrator shall put on the roster the 12 best qualified.

RELATED CLAUSES: 6.1.1, 6.2.2, 6.3.3, 6.4, 6.5

FUNDING:

1. Funding for the administrator is set out in Sheet # 6-2.

DISPUTE RESOLUTION **Sheet # 6-4**

PROJECT: **Mediation**

RESPONSIBILITY: administrator, mediator, parties to the dispute

PARTICIPANT / LIAISON: Surface Rights Board (SRB), Wek'èezhìı Land and Water Board (WLWB), National Energy Board (NEB)

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Attempt to resolve any dispute, in accordance with any rules established by the administrator under 6.3.1(c)	parties to the dispute	as required, and prior to referral for resolution through the chapter 6 dispute resolution process
2. Refer dispute, in writing, for mediation in accordance with the chapter 6 dispute resolution process	parties to the dispute	following attempt to resolve dispute through discussion
3. Determine that the issue of a request for mediation is subject to dispute resolution under chapter 6, and verify that discussion has taken place in accordance with 6.4.1	administrator	upon receipt of request for mediation from any party
4. Appoint a mediator, either as agreed to by the parties, or in the absence of agreement, from the roster, or in accordance with 6.3.3.	administrator	as soon as possible after verifying that parties to the dispute have had discussion of it
5. Arrange with the parties to the dispute to hold mediation	mediator	immediately upon appointment
6. Commence mediation in the Northwest Territories, unless otherwise agreed, and conclude mediation within four hours, unless there is agreement on an extension	mediator, parties to the dispute	as agreed by parties
7. Notify in writing any Party who is not a party to the dispute, the mediator and the administrator, where the parties reach an agreement prior the conclusion of the mediation	parties to the dispute	upon agreement in writing to a resolution by disputing parties

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
8. Submit mediation report to the parties to the dispute, to the administrator and, as appropriate, to the SRB (under 6.6), the WLWB (under 6.7) or the NEB (under 6.8)	mediator	within ten working days of completion of mediation, or as soon as practicable

OBLIGATIONS ADDRESSED:

6.1.1 Before invoking a court process to resolve a dispute of the following type, a party to the dispute shall, in accordance with any rules of the administrator, attempt to resolve the dispute through discussion and by mediation under 6.4:

(a) any matter which the Agreement stipulates may be resolved in accordance with this chapter;

(b) a dispute between government and the Tłı̨chǫ Government concerning the interpretation or application of the Agreement; or

(c) any matter which an agreement between government and the Tłı̨chǫ Government stipulates may be resolved in accordance with this chapter or may be dealt with under 6.4.

6.1.3 The parties to a dispute referred to in 6.1.1 may at any time resolve their dispute by an agreement in writing. Notification of any such agreement shall be provided to a Party who is not a party to the dispute and to the administrator when mediation or arbitration is underway.

6.1.4 During discussions under 6.1.1 and mediation under 6.4, all communications concerning the dispute shall be "without prejudice". For the purposes of such discussions or mediation, the parties to a dispute shall treat documents or communications as confidential unless they agree otherwise. The report of a mediator shall be confidential unless the parties to the dispute agree otherwise.

6.3.1 The administrator shall

(c) in consultation with the Parties, establish rules for mediation, including rules setting criteria for determining whether there have been adequate attempts to resolve a dispute by discussion for the purpose of 6.1.1 and 6.4.1;

6.3.3 If there are no persons on the roster or none who are available, upon receipt of a request for mediation or arbitration, the administrator shall, after consultation with the parties to the dispute, appoint a person as mediator or arbitrator who the administrator considers to have the skills and abilities to act as the mediator or arbitrator for the matter in dispute.

6.4.1 The administrator shall not accept a request for mediation from a party to a dispute until that party has, in accordance with any rules of the administrator, attempted to resolve that dispute by discussion.

6.4.2 Subject to 6.4.1, the administrator shall appoint a mediator agreed to by the parties to a dispute or, in the absence of agreement, from the roster or under 6.3.3, upon receiving a request from a party to a dispute in respect of

(a) any matter which the Agreement stipulates shall or may be resolved in accordance with this chapter;

(b) a dispute between government and the Tłįchǫ Government concerning the interpretation or application of the Agreement; or

(c) any matter which an agreement between government and the Tłįchǫ Government stipulates shall or may be resolved in accordance with this chapter or shall or may be dealt with under 6.4.

6.4.3 The mediator shall, without delay, consult with the parties to the dispute and arrange for the commencement of the mediation.

6.4.4 Unless the parties to the dispute agree otherwise, the mediation shall be held in the Northwest Territories.

6.4.5 The mediation shall be concluded within a period of four hours from its commencement unless the parties to the dispute and the mediator agree to an extension.

6.4.6 Subject to 6.2.7, all costs of mediating a dispute, including the remuneration and expenses of the mediator, but excluding the costs incurred by the parties to the dispute, shall be shared equally among the parties to the dispute, unless provided otherwise in the Agreement or in the Implementation Plan. Each party to the dispute is responsible for the costs incurred by it.

6.4.7 Upon termination of the mediation proceedings, the mediator shall submit a mediation report, including the degree to which the parties to the dispute reached any agreement, to

(a) the parties to the dispute;

(b) the administrator;

(c) the Surface Rights Board, in the case of a dispute that would be referred to that Board under 6.6; and

(d) the Wek'èezhìı Land and Water Board, in the case of a dispute that would be referred to that Board under 6.7.

RELATED CLAUSES: 2.7.2, 2.10.6, 2.14.1, 5.2.4(c), 6.1.2, 6.1.4, 6.1.5, 6.2.7, 6.6, 6.7, 6.8.2, 8.6.2, 9.1.8, 9.4.4, 9.5.3, 9.6.3, 10.6.2, 10.6.3, 10.6.4, 10.6.5, 11.2.4, 11.2.6, 17.4.5, 18.1.4, 18.3.3, 19.1.4, 19.1.8, 19.1.9, 19.1.10, 19.1.11, 19.3.3, 19.4.4, 19.4.6, 19.4.7, 19.5.4, 19.5.7, 19.5.8, 19.7.5, 19.7.6, 20.4.8, 20.5.3, 21.5.4

EXPLANATORY NOTE:

1. For clarity, "Parties" is a defined term in Chapter 1:

> "Parties" means the Parties to the Agreement, namely the Tłįchǫ First Nation, as represented by the Tłįchǫ Government, the Government of the Northwest Territories and the Government of Canada.

FUNDING:

1. Each party to mediation of a dispute shall be responsible for its own costs.
2. All costs of mediating a dispute, excluding the costs incurred by the parties to the dispute, shall be shared equally among the parties to the dispute. For these purposes "all costs of mediating a dispute" include, but are not limited to, the remuneration and expenses of the mediator.
3. The mediator will be responsible for collecting their remuneration and expenses from the parties to the dispute, in accordance with any rules set out by the administrator.
4. Funding for the administrator is set out in Sheet # 6-2.

Sheet # 6-5

DISPUTE RESOLUTION

PROJECT: **Arbitration**

RESPONSIBILITY: administrator, arbitrator, parties to the dispute

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Request arbitration under 6.5	one or more parties to the dispute	following unsuccessful mediation under 6.4
2. Confirm with any other party or parties, in writing, their willingness to participate in arbitration	administrator	upon receipt of request for arbitration from a party
3. Confirm that dispute has already been subject to mediation under 6.4 and whether the dispute needs to be resolved through a process other than the arbitration process set out in 6.5 (i.e. 6.6, 6.7 or 6.8)	administrator	upon receipt of written request for arbitration
4. Appoint an arbitrator to arbitrate the dispute in respect of any matter specified in 6.5.2(a), (b) or (c) with agreement of the parties to the dispute, or in the absence of agreement, from the roster, or in accordance with 6.3.3	administrator	upon confirmation that mediation has been attempted
5. Accept request from any Party to participate in any arbitration	arbitrator	upon receipt of request
6. Consider application from any party whose interests may be directly affected to participate as an intervener in any arbitration, and notify the party, in writing of the decision	arbitrator	prior to commencement of arbitration proceedings
7. Notify any Party who is not a party to the dispute, the arbitrator and the administrator, where the parties to the dispute reach an agreement prior the conclusion of the arbitration	parties to the dispute	upon agreement in writing to a resolution by disputing parties

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
8. Undertake duties of arbitrator, in accordance with 6.5.6	arbitrator	as soon as possible, taking into account the particulars of the dispute
9. Make a decision with regard to the dispute and notify all parties of that decision	arbitrator	as soon as possible following decision
10. File a copy of the decision or order in the Supreme Court of the NWT, if desired	party to the dispute	after 14 days from the date of release of the arbitration decision or order or from the date provided in the decision for compliance, whichever is later

OBLIGATIONS ADDRESSED:

6.1.1 Before invoking a court process to resolve a dispute of the following type, a party to the dispute shall, in accordance with any rules of the administrator, attempt to resolve the dispute through discussion and by mediation under 6.4:

(a) any matter which the Agreement stipulates may be resolved in accordance with this chapter;

(b) a dispute between government and the Tłı̨chǫ Government concerning the interpretation or application of the Agreement; or

(c) any matter which an agreement between government and the Tłı̨chǫ Government stipulates may be resolved in accordance with this chapter or may be dealt with under 6.4.

6.1.3 The parties to a dispute referred to in 6.1.1 may at any time resolve their dispute by an agreement in writing. Notification of any such agreement shall be provided to a Party who is not a party to the dispute and to the administrator when mediation or arbitration is underway.

6.3.3 If there are no persons on the roster or none who are available, upon receipt of a request for mediation or arbitration, the administrator shall, after consultation with the parties to the dispute, appoint a person as mediator or arbitrator who the administrator considers to have the skills and abilities to act as the mediator or arbitrator for the matter in dispute.

6.5.1 The administrator shall not accept a request to arbitrate from a party to a dispute until that party has, in accordance with any rules of the administrator, participated in mediation conducted in accordance with 6.4.

6.5.2 Subject to 6.5.1, the administrator shall appoint an arbitrator agreed to by the parties to the dispute or, in the absence of agreement, from the roster or under 6.3.3, upon receiving a request from a party to a dispute in respect of

(a) any matter which the Agreement stipulates shall or may be resolved in accordance with this chapter, except the matters required by 6.6.1 or 6.7.1 to be referred to the Board identified in 6.6 or 6.7 or by 6.8.1 to be referred to an arbitration committee appointed under the *National Energy Board Act*;

(b) a dispute between government and the Tłı̨chǫ Government concerning the interpretation or application of the Agreement where the parties to the dispute agree in writing to be bound by an arbitration decision in accordance with this chapter; or

(c) a matter which an agreement between government and the Tłı̨chǫ Government stipulates shall or may be resolved in accordance with this chapter.

6.5.3 Unless the parties to the dispute otherwise agree, a person who has acted as mediator in a dispute cannot act as an arbitrator for that dispute.

6.5.4 A Party that is not a party to the dispute may participate in any arbitration as a party to the dispute.

6.5.5 An arbitrator may allow any person that is not a party to the dispute, on application and on such terms as the arbitrator may order, to participate, as an intervener, in an arbitration if, in the opinion of the arbitrator, the interest of that person may be directly affected by the arbitration.

6.5.6 Subject to the rules of the administrator and the other provisions of the Agreement and to the provisions of an agreement referred to in 6.5.2(c), and in addition to any other powers provided by the Agreement, the arbitrator may, in relation to any matter before the arbitrator,

(a) determine all questions of procedure, including the method of giving evidence;

(b) make an award, including interim relief;

(c) provide for the payment of interest and costs;

(d) subpoena witnesses;

(e) administer oaths or affirmations to witnesses;

(f) refer questions of law to the Supreme Court of the Northwest Territories; and

(g) correct clerical errors in the arbitration decisions.

6.5.7 A decision of an arbitrator shall be conclusive and binding on the parties to the dispute and shall not be challenged by appeal or review in any court except on the ground that the arbitrator has erred in law or exceeded his or her jurisdiction.

6.5.8 Subject to 6.2.7, each party to a dispute shall bear its own costs and an equal share of the other costs of the arbitration including the remuneration and expenses of the arbitrator, except where the arbitrator decides to impose the responsibility for costs on just one or some of the parties to the dispute or to distribute it among those parties in a different manner.

6.5.9 Any intervener shall bear its own costs.

6.5.10 A party to the dispute may, after the expiration of 14 days from the date of the release of an arbitration decision or order or from the date provided in the decision for compliance, whichever is later, file in the Registry of the Supreme Court of the Northwest Territories a copy of the decision or order and the decision or order shall be entered as if it were a decision or order of the Court, and on being entered shall be deemed, for all purposes except for an appeal from it, to be an order of the Supreme Court of the Northwest Territories and enforceable as such.

6.5.11 Where requested by a party to a dispute, any information provided by that party shall be kept confidential among the parties to the dispute, the arbitrator and its agents.

6.5.12 In respect of an access order for Tłįchǫ lands, 6.6.5 to 6.6.9 apply to the arbitrator as if the arbitrator was the Surface Rights Board and to an order of the arbitrator as if it were an access order from that Board.

6.7.1 The matters specified in 19.7.5, 19.7.6 and 21.5.4, except for a dispute on the amount of any payment for the value of the materials supplied or for the exercise of access, shall be referred by a party to the dispute to the Wek'èezhìı Land and Water Board for resolution instead of to the administrator for resolution by arbitration under 6.5.

6.8.1 A dispute as to compensation for Tłįchǫ lands expropriated under the *National Energy Board Act* shall be referred to an arbitration committee appointed under that Act instead of to the administrator for resolution by arbitration under 6.5 except that the committee shall include at least one nominee of the Tłįchǫ Government.

6.8.2 An arbitration committee shall not be appointed under the *National Energy Board Act* for a dispute referred to in 6.8.1 until the parties to the dispute have participated in mediation conducted in accordance with 6.4 or negotiation in accordance with that Act.

RELATED CLAUSES: 2.14.2, 6.2.7, 6.3.1, 6.3.3, 6.4, 6.6, 6.7.2, 6.7.3, 10.6.5, 11.2.5, 20.4.4(e), 20.4.8, 21.5.4

EXPLANATORY NOTE:

1. For clarity, "Parties" is a defined term in Chapter 1:

> "Parties" means the Parties to the Agreement, namely the Tłįchǫ First Nation, as represented by the Tłįchǫ Government, the Government of the Northwest Territories and the Government of Canada.

FUNDING:

1. Each party to a dispute arbitration process shall bear its own costs and an equal share of the other costs of the arbitration including the remuneration and expenses of the arbitrator, except where the arbitrator decides to impose the responsibility for costs on just one or some of the parties to the dispute or to distribute it among those parties in a different manner. For these purposes "the other costs of the arbitration" include, but are not limited to, the remuneration and expenses of the arbitrator.

2. The arbitrator will be responsible for collecting their remuneration and expenses from the parties to the dispute, in accordance with any rules set out by the administrator.

3. Funding for the administrator is set out in Sheet # 6-2.

DISPUTE RESOLUTION **Sheet # 6-6**

PROJECT: **Surface Rights Board**

RESPONSIBILITY: Surface Rights Board (SRB), Department of Indian Affairs and Northern Development (DIAND)

PARTICIPANT / LIAISON: Tłįchǫ Government (Tłįchǫ) Government of the Northwest Territories - Ministry of Aboriginal Affairs

ACTIVITIES		RESPONSIBILITY	TIMING GUIDELINES
1.	If legislation establishing a Surface Rights Board is not enacted prior to settlement legislation, consult with the Tłįchǫ in the preparation of any such legislation	DIAND	after the effective date, if required
2.	Establish Surface Rights Board by legislation, in accordance with 6.6.1 and 6.6.2	DIAND	as desired
3.	Prepare annual budget and submit to DIAND	SRB	upon creation and annually at least 45 days prior to beginning of the new fiscal year
4.	Review budget and approve it as submitted or as varied	DIAND	prior to beginning of the new fiscal year, if possible
5.	Accept matters for resolution in accordance with 6.6.1, after confirmation of dispute having been addressed through mediation in accordance with 6.4	SRB	as received
6.	Review requests for dispute resolution in accordance with 6.6.5, 6.6.6, 6.6.7 and 6.6.9	SRB	in a timely fashion
7.	Hold hearing to determine compensation where an access order is granted before compensation is determined	SRB	not later than 30 days from access order

OBLIGATIONS ADDRESSED:

2.11.1 Government shall consult the Dogrib Treaty 11 Council or, when it is established, the Tłįchǫ Government, in the planning of the institutions established by or under chapters 12 and 22 and the preparation of the settlement legislation and other legislation proposed to implement the provisions of the Agreement, including the preparation of any amendments to such legislation.

6.6.1 If a Surface Rights Board is established by legislation as an institution of public government with jurisdiction over matters relating to access and compensation in an area larger than but which includes all Tłįchǫ lands, and that jurisdiction accords with the provisions set out in 6.6, the matters specified in 19.3.3, 19.4.4, 19.4.6, 19.4.7 and 19.5.7 shall be referred by a party to the dispute to the Board for resolution instead of to the administrator for resolution by arbitration under 6.5..

6.6.2 Members of the Surface Rights Board shall be residents of the Northwest Territories. When dealing with Tłįchǫ lands, the Board shall act through a panel of its members at least one of whom shall be a resident of Mǫwhì Gogha Dè Nįįtłèè (NWT).

6.6.3 The costs of the Surface Rights Board incurred in accordance with an approved budget shall be a charge on government. The Board shall prepare an annual budget and submit it to government. Government may approve the budget as submitted or vary it and approve it as varied.

6.6.4 The Surface Rights Board shall not accept a request to resolve a dispute in relation to the matters referred to in 6.6.1 from a party to a dispute until that party has participated in mediation conducted in accordance with 6.4.

6.6.5 The Surface Rights Board may, with respect to an access order for Tłįchǫ lands,

(a) establish, as a condition of access, a requirement to pay compensation for the use of the lands including compensation for unforeseen damage that may result from the access;

(b) grant the order before any compensation for such access has been determined;

(c) establish, as a condition of access, the right of the Tłįchǫ Government to verify that the access is being exercised in accordance with any applicable condition established by the Agreement or the Board;

(d) periodically review the order or any conditions, including compensation;

(e) terminate the order, after a hearing, where the lands are no longer being used for the purpose authorized; and

(f) award costs.

6.6.6 In determining compensation payable in respect of access to Tłįchǫ lands, the Surface Rights Board shall consider all relevant factors, including:

(a) the market value of the land;

(b) loss of use of the land to Tłı̨chǫ Citizens;

(c) effect on wildlife harvesting;

(d) adverse effect of the use upon lands retained by Tłı̨chǫ Citizens;

(e) damage which may be caused to the land used;

(f) nuisance, inconvenience and noise;

(g) the cultural and other special value of the land to the Tłı̨chǫ First Nation;

(h) the cost associated with any inspection rights established by the Surface Rights Board as a condition of access; and

(i) such other factors as may be provided for in the legislation establishing the Board,

but shall not consider the reversionary value of the land after the use terminates, or any entry fee payable.

6.6.7 Any conditions set by the Surface Rights Board in an access order shall be consistent with any conditions established for the activity in question by a regulatory authority and, in the event of a conflict between them, the latter shall prevail.

6.6.8 Where an access order for Tłı̨chǫ lands is granted before compensation is determined, a hearing to determine compensation shall be held not later than 30 days from the date of the access order.

6.6.9 Where any preconditions to a right of access have been satisfied, the Surface Rights Board has discretion only with respect to the conditions on which the access may be exercised and cannot refuse to issue the access order.

RELATED CLAUSES: 1.1.1 ("consultation"), 6.4, 6.5, 19.3.3, 19.4.4, 19.4.6, 19.4.7, 19.5.7

FUNDING:

1. Funding for a Surface Rights Board has been tentatively identified in the Gwich'in Comprehensive Land Claim Final Agreement and in the Sahtu Dene and Metis Comprehensive Land Claim Agreement. If a Surface Rights Board is established in the future, then funding requirements for that Board will be considered at that time.

DISPUTE RESOLUTION **Sheet # 6-7**

PROJECT: **Wek'èezhìi Land and Water Board**

RESPONSIBILITY: Wek'èezhìi Land and Water Board (Board), party to a dispute

PARTICIPANT / LIAISON: administrator

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Refer matter, except for a dispute on the amount of any payment for the value of the materials supplied or for the exercise of access, to the Board for resolution	party to a dispute	at discretion
2. Verify that party has participated in mediation conducted in accordance with 6.4, as outlined in Sheet #6-4	Board	upon receipt of written request for dispute resolution
3. Undertake to resolve the dispute	Board	as required
4. Notify parties to the dispute of final decision	Board	upon completion of dispute resolution process

OBLIGATIONS ADDRESSED:

6.7.1 The matters specified in 19.7.5 and 19.7.6 and 21.5.4, except for a dispute on the amount of any payment for the value of the materials supplied or for the exercise of access, shall be referred by a party to the dispute to the Wek'èezhìi Land and Water Board for resolution instead of to the administrator for resolution by arbitration under 6.5.

6.7.2 The Wek'èezhìi Land and Water Board shall not accept a request to resolve a dispute from a party to a dispute in relation to the matters referred to in 6.7.1 until that party has participated in mediation conducted in accordance with 6.4.

6.7.3 A decision of the Wek'èezhìi Land and Water Board on a dispute accepted by it for resolution shall be conclusive and binding on the parties to the dispute and shall not be challenged by appeal or review in any court except on the ground that the Wek'èezhìi Land and Water Board has erred in law or exceeded its jurisdiction.

RELATED CLAUSES: 6.4, 6.5, 19.7.5, 19.7.6, 21.5.4, 22.3.7, 22.3.8

DISPUTE RESOLUTION **Sheet # 6-8**

PROJECT:	**National Energy Board Act Expropriation**
RESPONSIBILITY:	Canada - National Energy Board (NEB), NEB arbitration committee, Tłı̨chǫ Government (Tłı̨chǫ), parties to the dispute
PARTICIPANT / LIAISON:	administrator

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Refer a dispute regarding Tłı̨chǫ lands expropriated under the *National Energy Board Act* for mediation in accordance with the dispute resolution process outlined in Sheet #6-4	parties to the dispute	as desired, prior to referral for arbitration
2. Refer dispute to an arbitration committee appointed under the *NEB Act* for resolution	parties to the dispute	mediation conducted in accordance with the process outlined in Sheet #6-4 or negotiation in accordance with the *NEB Act*
3. Request nomination(s) from the Tłı̨chǫ to participate on the NEB arbitration committee	NEB	prior to establishment of NEB arbitration committee
4. Provide NEB with appropriate nominee(s)	Tłı̨chǫ	within reasonable period of time specified by the NEB
5. Establish arbitration committee	NEB	as appropriate
6. Carry out arbitration and notify parties of their decision	NEB arbitration committee	in accordance with requirements of the *NEB Act*

OBLIGATIONS ADDRESSED:

6.8.1 A dispute as to compensation for Tłı̨chǫ lands expropriated under the *National Energy Board Act* shall be referred to an arbitration committee appointed under that Act instead of to the administrator for resolution by arbitration under 6.5 except that the committee shall include at least one nominee of the Tłı̨chǫ Government.

6.8.2 An arbitration committee shall not be appointed under the *National Energy Board Act* for a dispute referred to in 6.8.1 until the parties to the dispute have participated in mediation conducted in accordance with 6.4 or negotiation in accordance with that Act.

RELATED CLAUSES: 6.4, 6.5

TŁĮCHǪ GOVERNMENT

Sheet # 7-1

PROJECT:	**Constitution of the Tłı̨chǫ Government**
RESPONSIBILITY:	Dogrib Treaty 11 Council or Tłı̨chǫ Government (Tłı̨chǫ)
PARTICIPANT / LIAISON:	Canada - Department of Indian Affairs and Northern Development (DIAND), Government of the Northwest Territories - Ministry of Aboriginal Affairs (MAA)

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Develop and approve a Tłı̨chǫ Constitution in accordance with section 7.1 of Chapter 7, and in accordance with procedures established by the Tłı̨chǫ	Tłı̨chǫ	before ratification vote
2. Notify DIAND and MAA, in writing, of the approval of the Constitution	Tłı̨chǫ	as soon as practicable following approval
3. Make copies of the Constitution available to the public, during normal office hours, by placing copies in the register of Tłı̨chǫ laws (Sheet # 7-18) in the Tłı̨chǫ Government office, as well as any Tłı̨chǫ community government office, and other locations as the Tłı̨chǫ choose, and upon request, provide at cost, copies of the Constitution	Tłı̨chǫ	after effective date

OBLIGATIONS ADDRESSED:

7.1.1 The Tłı̨chǫ Government is established at the effective date. The Constitution for that Government shall be approved by the Dogrib Treaty 11 Council before the ratification vote referred to in 4.2.1(b).

7.1.5 Every person shall have reasonable access to a copy of the Tłı̨chǫ Constitution during normal business hours, and, upon request, the Tłı̨chǫ Government shall provide, at cost, copies of the Constitution.

7.8.1 The Tłı̨chǫ Government shall maintain, at its principal administrative offices, a register on which it shall enter the text of all Tłı̨chǫ laws, including any amendment to those laws.

RELATED CLAUSES: 4.1, 4.2.1(b), 7.1.2, 7.1.3, 7.1.4, 7.2, 7.3, 7.14.4(b)

TŁĮCHǪ GOVERNMENT

Sheet # 7-2

PROJECT: **Establishment of Tłįchǫ governing bodies in accordance with the Tłįchǫ Constitution**

RESPONSIBILITY: Tłįchǫ Government (Tłįchǫ)

PARTICIPANT / LIAISON: Tłįchǫ community governments

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Establish the Tłįchǫ Government governing bodies in accordance with the Tłįchǫ Constitution, comprising at least: - a Grand Chief - the Chief of each Tłįchǫ community government - two representatives from each Tłįchǫ community	Tłįchǫ	on effective date

OBLIGATIONS ADDRESSED:

7.1.1 The Tłįchǫ Government is established at the effective date. The Constitution for that Government shall be approved by the Dogrib Treaty 11 Council before the ratification vote referred to in 4.2.1(b).

7.1.2 In addition to anything else necessary in relation to the Tłįchǫ Government, the Tłįchǫ Constitution shall provide for

(a) governing bodies and the exercise of their powers and duties and their composition, membership and procedures;

... ...

7.1.3 The governing body of the Tłįchǫ Government that exercises its law making powers and its primary executive functions will include at least

(a) a Grand Chief elected at large by eligible Tłįchǫ Citizens;

(b) the Chief of each Tłįchǫ community government; and

(c) one representative from each Tłįchǫ community elected by the residents of that community.

RELATED CLAUSES: 4.2.1(b), 7.1.4, 7.14.1, 7.14.4, 8.1.4, 8.1.5, 8.2

PLANNING ASSUMPTIONS:

1. The Tłįchǫ Constitution provides for a governing Tłįchǫ Assembly, including two representatives from each Tłįchǫ community and for an annual gathering.

TŁĮCHǪ GOVERNMENT **Sheet # 7-3**

PROJECT: **Tłįchǫ Government operations**

RESPONSIBILITY: Tłįchǫ Government (Tłįchǫ)

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Acquire and retain administrative staff and technical support to function as a government	Tłįchǫ	on, or as soon as possible after, effective date
2. Develop policies and procedures necessary to carry out government functions, including at least: - implementation of the Constitution - implementation of the government as a legal entity - provision for delegation and reception of powers - enactment of laws and enforcement of sanctions - participation in judicial proceedings	Tłįchǫ	following effective date

OBLIGATIONS ADDRESSED:

7.1.1 The Tłįchǫ Government is established at the effective date. The Constitution for that Government shall be approved by the Dogrib Treaty 11 Council before the ratification vote referred to in 4.2.1(b).

7.2.1 The Tłįchǫ Government is a legal entity with the legal capacity of a natural person, including but not limited to, the ability to

(a) enter into contracts or agreements;

(b) acquire and hold property, including real property, or any interest therein, sell or otherwise dispose of property or any interest therein;

(c) raise, invest, expend and borrow money;

(d) sue or be sued;

(e) form corporations or any other legal entities; and

(f) do such other things as may be conducive to the exercise of its rights, powers and privileges.

7.2.2 For greater certainty, the Tłı̨chǫ Government may establish trusts and administrative boards, commissions and tribunals and other bodies to perform functions identified in Tłı̨chǫ laws.

7.3.1 The Tłı̨chǫ Government may delegate any of its powers, except the power to enact laws, to

(a) a body or official established by a Tłı̨chǫ law;

7.3.3 The Tłı̨chǫ Government has the capacity to enter into agreements to receive powers, including powers to enact laws, by delegation.

7.4.1 The Tłı̨chǫ Government has the power to enact laws in relation to

(a) the structure of the Tłı̨chǫ Government and its internal management; and

(b) the management and exercise of rights and benefits provided under the Agreement to Tłı̨chǫ Citizens, to the Tłı̨chǫ First Nation or to the Tłı̨chǫ Government including those related to harvesting of wildlife, plants and trees.

7.4.4 The Tłı̨chǫ Government has the power to enact laws in relation to

(a) protection of spiritual and cultural beliefs and practices of Tłı̨chǫ Citizens and protection and promotion of the Tłı̨chǫ language and of the culture of the Tłı̨chǫ First Nation;

(b) the use of Tłı̨chǫ language in operations of the Tłı̨chǫ Government and standards for the Tłı̨chǫ language;

(c) the practice of traditional medicine of Tłı̨chǫ Citizens, including the certification of such practitioners;

(d) heritage resources on Tłı̨chǫ lands or in Tłı̨chǫ communities;

(e) training by the Tłı̨chǫ Government for Tłı̨chǫ Citizens;

(f) social assistance, including social housing, for Tłı̨chǫ Citizens on Tłı̨chǫ lands or in a Tłı̨chǫ community, provided that such laws provide for standards, including standards for equitable access, portability and availability of appeal mechanisms;

(g) child and family services for Tłı̨chǫ Citizens on Tłı̨chǫ lands or in a Tłı̨chǫ community, provided that such laws provide for standards, including standards for the application of the principle of acting in the best interests of the child;

(h) guardianship and trusteeship of adult Tłı̨chǫ Citizens on Tłı̨chǫ lands or in a Tłı̨chǫ community, except in relation to persons who are subject to the *Mental Health Act*, provided that such laws provide for standards, including standards for the application of the principles of natural justice and the promotion of the safety and well-being of those persons;

(i) adoption, in the Northwest Territories, by a Tłı̨chǫ Citizen of a child who is a Tłı̨chǫ Citizen provided that such laws provide for adoption in accordance with the principle of acting in the best interests of the child and are consistent with any territorial legislation of general application requiring consent or notification of a biological parent;

(j) education, except post-secondary, for Tłı̨chǫ Citizens in Tłı̨chǫ communities or on Tłı̨chǫ lands, including the teaching of the Tłı̨chǫ language and the history and culture of the Tłı̨chǫ First Nation but not including the certification of teachers;

(k) pre-schooling and early childhood development programs for Tłı̨chǫ Citizens in Tłı̨chǫ communities or on Tłı̨chǫ lands;

(l) wills, intestacy and administration of estates of Tłı̨chǫ Citizens resident in the Northwest Territories at the time of death;

(m) certification of persons to teach the Tłı̨chǫ language and the history and culture of the Tłı̨chǫ First Nation;

(n) solemnization of marriage on Tłı̨chǫ lands or in a Tłı̨chǫ community, including conditions under which individuals appointed by the Tłı̨chǫ Government may solemnize marriages; and

(o) provision of services to Tłı̨chǫ Citizens by the Tłı̨chǫ Government for the resolution of disputes by processes other than courts.

7.4.5 The Tłı̨chǫ Government has the power to enact laws for Tłı̨chǫ Government purposes in relation to direct taxation of Tłı̨chǫ Citizens on Tłı̨chǫ lands or in a Tłı̨chǫ community.

7.6.1 The Tłı̨chǫ Government has standing in any judicial proceedings, including any other dispute resolution proceedings, to act on behalf of any individual Tłı̨chǫ Citizen, except where that Tłı̨chǫ Citizen objects, or on behalf of the Tłı̨chǫ First Nation with respect to rights or benefits under the Agreement.

7.6.2 The Tłı̨chǫ Government has standing in any judicial proceedings in which custody of a child who is a Tłı̨chǫ Citizen is in dispute, and the court will take judicial notice of Tłı̨chǫ laws and will consider any evidence and representations in respect of the culture and customs of the Tłı̨chǫ First Nation in addition to any other matters it is required by law to consider. The participation of the Tłı̨chǫ Government in such judicial proceedings will be in accordance with the applicable rules of court and will not affect the ability of the court to control its process.

7.6.3 When the courts of the Northwest Territories are enforcing Tłı̨chǫ laws, the courts shall give consideration to the culture and customs of the Tłı̨chǫ First Nation.

7.6.4 The Tłı̨chǫ Government is responsible for the prosecution of violations of Tłı̨chǫ laws before the courts of the Northwest Territories and for appeals or other judicial proceedings with respect to such prosecutions, and will ensure that such prosecutions are consistent with the common law standards required for similar types of offences in Canada taking into account the culture and customs of the Tłı̨chǫ First Nation.

7.6.5 The Tłįchǫ Government is responsible for enforcing sanctions provided for violations of Tłįchǫ laws other than those referred to in 7.6.6.

7.6.6 The Government of the Northwest Territories is responsible for enforcing sanctions provided for violations of Tłįchǫ laws where the sanctions are fines, imprisonment and other sanctions of a type provided for in legislation.

7.6.7 An agreement may be concluded in respect of the enforcement of Tłįchǫ laws, of legislation in relation to Tłįchǫ Citizens or of legislation in relation to Tłįchǫ lands by the Tłįchǫ Government and government.

RELATED CLAUSES: 4.2.1(b), 7.4.2, 7.4.3, 7.4.6, 7.5.6, 7.5.14, 7.5.15, 7.8, 7.9, 7.11.3(a), 7.11.6(a), 7.12, 8.3.1

FUNDING:

1. Funding provided by Canada to the Tłįchǫ Government is included in the Tłįchǫ Financing Agreement.

PLANNING ASSUMPTIONS:

1. The Tłįchǫ Government has operational responsibilities throughout the Agreement, and they are not meant to be restricted to the central clauses referenced above.

TŁĮCHǪ GOVERNMENT **Sheet # 7-4**

PROJECT: **Delegation of powers by the Tłı̨chǫ Government**

RESPONSIBILITY: Tłı̨chǫ Government (Tłı̨chǫ), delegate

PARTICIPANT / LIAISON: Tłı̨chǫ community governments , governments, public bodies established by legislation

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Notify potential delegate, in writing, of desire to delegate powers	Tłı̨chǫ	at discretion
2. Enter negotiations regarding details of powers to be delegated, including the provision of any resources required to carry out any activities associated with the delegated powers	Tłı̨chǫ, delegate	following notification by the Tłı̨chǫ
3. Provide written notification of the delegation, including all necessary information, if agreement is reached	Tłı̨chǫ	following agreement
4. Provide written acknowledgement and acceptance of the delegation, in writing, with any agreed to conditions	delegate	on a timely basis, following receipt of notification from the Tłı̨chǫ
5. Exercise delegated powers in accordance with delegated authority	delegate	in accordance with agreement
6. Undertake any monitoring, review, renewal, or other activities	Tłı̨chǫ, delegate	in accordance with agreement

OBLIGATIONS ADDRESSED:

7.3.1 The Tłı̨chǫ Government may delegate any of its powers, except the power to enact laws, to

(b) government, including a department, agency or office of government;

(c) a board or other public body established by legislation; or

(d) a Tłı̨chǫ community government or other municipal government.

7.3.2 A delegation under 7.3.1 must be in writing and, if under 7.3.1(b), (c) or (d), must be agreed to by the delegate.

RELATED CLAUSES: 7.4, 7.5, 8.3.3

TŁĮCHǪ GOVERNMENT **Sheet # 7-5**

PROJECT: **Tłı̨chǫ governance with respect to land, renewable and non-renewable resources, mineral rights, capital and other matters provided for in the Agreement**

RESPONSIBILITY: Tłı̨chǫ Government (Tłı̨chǫ)

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Acquire and retain administrative and field staff and technical support to effectively manage land, renewable and non-renewable resources, mineral rights, capital and other matters provided for the Agreement	Tłı̨chǫ	on, or as soon as possible after, effective date
2. Develop policies and procedures necessary to carry out government functions in relation to land, renewable and non-renewable resources, mineral rights, capital and other matters provided for the Agreement	Tłı̨chǫ	following effective date

OBLIGATIONS ADDRESSED:

7.4.1 The Tłı̨chǫ Government has the power to enact laws in relation to

(a) the structure of the Tłı̨chǫ Government and its internal management; and

(b) the management and exercise of rights and benefits provided under the Agreement to Tłı̨chǫ Citizens, to the Tłı̨chǫ First Nation or to the Tłı̨chǫ Government including those related to harvesting of wildlife, plants and trees.

7.4.2 The Tłı̨chǫ Government has the power to enact laws in relation to the use, management, administration and protection of Tłı̨chǫ lands and the renewable and non-renewable resources found thereon, including, for greater certainty, laws respecting

(a) the granting of interests in Tłı̨chǫ lands and the expropriation of such interests by the Tłı̨chǫ Government;

(b) land use plans for Tłı̨chǫ lands;

(c) businesses, occupations and activities of a local nature on Tłı̨chǫ lands;

(d) the control or prohibition of the transport, sale, manufacture, possession or use of weapons and dangerous substances on Tłįchǫ lands;

(e) the control or prohibition of the transport, sale, possession or use of intoxicants on Tłįchǫ lands; and

(f) the requirement for an authorization from the Wek'èezhìı Land and Water Board for use of Tłįchǫ lands where legislation provides an exemption from such a requirement.

7.4.3 The Tłįchǫ Government has the power to enact laws in relation to the following matters:

(a) who may harvest fish in waters on Tłįchǫ lands;

(b) which Tłįchǫ Citizens may harvest fish in Mǫwhì Gogha Dè Nįįtłèè;

(c) use of waters on Tłįchǫ lands to promote fishery opportunities or activities such as aquaculture, fish stocking, fish hatcheries, trophy fish harvesting or catch and release fishing;

(d) limits, other than total allowable harvest levels, on any species or stock of fish which may be harvested,
  (i) by any person, in waters on Tłįchǫ lands, and
  (ii) by Tłįchǫ Citizens in Mǫwhì Gogha Dè Nįįtłèè;

(e) limits on when fish harvesting may occur, including non-quota limitations such as limits on location, methods, quantities and seasons,
  (i) in relation to any person, in waters on Tłįchǫ lands, and
  (ii) in relation to Tłįchǫ Citizens, in Mǫwhì Gogha Dè Nįįtłèè;

(f) restrictions on the type of equipment or gear that may be used for fish harvesting, including methods of use and identification of gear and harvested fish
  (i) by any person, in waters on Tłįchǫ lands, and
  (ii) in relation to Tłįchǫ Citizens, in Mǫwhì Gogha Dè Nįįtłèè;

(g) identification designating
  (i) any person who is authorized to harvest fish in waters on Tłįchǫ lands, and
  (ii) a Tłįchǫ Citizen who is authorized to harvest fish in Mǫwhì Gogha Dè Nįįtłèè;

(h) identification of fish transported outside Tłįchǫ lands or Mǫwhì Gogha Dè Nįįtłèè by Tłįchǫ Citizens;

(i) fish allocations received from the Wek'èezhìı Renewable Resources Board; and

(j) other items in regard to fish management as agreed to by the Tłįchǫ Government and government and confirmed in legislation

RELATED CLAUSES: 7.3, 7.4.6, 7.5.13, 7.11.6(a), 12.14.1

PLANNING ASSUMPTIONS:

1. The Tłı̨chǫ Government has management responsibilities described in this sheet which arise from provisions of several other chapters of the Agreement, and they are not restricted to the central clauses referenced above.

TŁĮCHǪ GOVERNMENT **Sheet # 7-6**

PROJECT: **Law-making powers of the Tłı̨chǫ government - core management/administration**

RESPONSIBILITY: Tłı̨chǫ Government (Tłı̨chǫ)

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Prepare and enact an initial set of core laws (e.g. financial, administrative, conflict of interest, etc.) in accordance with the Tłı̨chǫ Constitution	Tłı̨chǫ	at or as soon as possible after the effective date
2. Prepare laws on an ongoing basis in accordance with the Tłı̨chǫ Constitution, as required	Tłı̨chǫ	at discretion

OBLIGATIONS ADDRESSED:

7.4.1 The Tłı̨chǫ Government has the power to enact laws in relation to

(a) the structure of the Tłı̨chǫ Government and its internal management; and

(b) the management and exercise of rights and benefits provided under the Agreement to Tłı̨chǫ Citizens, to the Tłı̨chǫ First Nation or to the Tłı̨chǫ Government including those related to harvesting of wildlife, plants and trees.

RELATED CLAUSES: 7.4.6, 7.5.2, 7.5.3, 7.5.9, 7.8.1

TŁĮCHǪ GOVERNMENT **Sheet # 7-7**

PROJECT: **Law-making powers of the Tłįchǫ Government - land and resources**

RESPONSIBILITY: Tłįchǫ Government (Tłįchǫ)

PARTICIPANT / LIAISON: Canada, Government of the Northwest Territories

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Prepare and enact an initial set of laws, including enabling laws, in relation to the use, management, administration and protection of Tłįchǫ lands and the renewable and non-renewable resources found thereon in accordance with the Tłįchǫ Constitution	Tłįchǫ	at or as soon as possible after the effective date
2. Prepare laws on an ongoing basis in accordance with the Tłįchǫ Constitution, as required	Tłįchǫ	at discretion
3. Consult with government, as outlined on Sheet # 7-12 before enacting laws in relation to matters set out in 7.4.2	Tłįchǫ	as required

OBLIGATIONS ADDRESSED:

7.4.2 The Tłįchǫ Government has the power to enact laws in relation to the use, management, administration and protection of Tłįchǫ lands and the renewable and non-renewable resources found thereon, including, for greater certainty, laws respecting

(a) the granting of interests in Tłįchǫ lands and the expropriation of such interests by the Tłįchǫ Government;

(b) land use plans for Tłįchǫ lands;

(c) businesses, occupations and activities of a local nature on Tłįchǫ lands;

(d) the control or prohibition of the transport, sale, manufacture, possession or use of weapons and dangerous substances on Tłįchǫ lands;

(e) the control or prohibition of the transport, sale, possession or use of intoxicants on Tłįchǫ lands; and

(f) the requirement for an authorization from the Wek'èezhìı Land and Water Board for use of Tłįchǫ lands where legislation provides an exemption from such a requirement.

7.4.3 The Tłįchǫ Government has the power to enact laws in relation to the following matters:

(a) who may harvest fish in waters on Tłįchǫ lands;

(b) which Tłįchǫ Citizens may harvest fish in Mǫwhì Gogha Dè Nįįtłèè;

(c) use of waters on Tłįchǫ lands to promote fishery opportunities or activities such as aquaculture, fish stocking, fish hatcheries, trophy fish harvesting or catch and release fishing;

(d) limits, other than total allowable harvest levels, on any species or stock of fish which may be harvested,
  (i) by any person, in waters on Tłįchǫ lands, and
  (ii) by Tłįchǫ Citizens in Mǫwhì Gogha Dè Nįįtłèè;

(e) limits on when fish harvesting may occur, including non-quota limitations such as limits on location, methods, quantities and seasons,
  (i) in relation to any person, in waters on Tłįchǫ lands, and
  (ii) in relation to Tłįchǫ Citizens, in Mǫwhì Gogha Dè Nįįtłèè;

(f) restrictions on the type of equipment or gear that may be used for fish harvesting, including methods of use and identification of gear and harvested fish
  (i) by any person, in waters on Tłįchǫ lands, and
  (ii) in relation to Tłįchǫ Citizens, in Mǫwhì Gogha Dè Nįįtłèè;

(g) identification designating
  (i) any person who is authorized to harvest fish in waters on Tłįchǫ lands, and
  (ii) a Tłįchǫ Citizen who is authorized to harvest fish in Mǫwhì Gogha Dè Nįįtłèè;

(h) identification of fish transported outside Tłįchǫ lands or Mǫwhì Gogha Dè Nįįtłèè by Tłįchǫ Citizens;

(i) fish allocations received from the Wek'èezhìı Renewable Resources Board; and

(j) other items in regard to fish management as agreed to by the Tłįchǫ Government and government and confirmed in legislation.

RELATED CLAUSES: 7.4.6, 7.5.1, 7.5.2, 7.5.3, 7.5.10, 7.5.13, 7.8.1, 12.14.1, 22.3.12, 22.3.13

TŁĮCHǪ GOVERNMENT

Sheet # 7-8

PROJECT: **Law-making powers of the Tłı̨chǫ government - social, education and culture**

RESPONSIBILITY: Tłı̨chǫ Government (Tłı̨chǫ)

PARTICIPANT / LIAISON: Government of the Northwest Territories (GNWT), Tłı̨chǫ community governments

	ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1.	Prepare and enact an initial set of laws, including enabling laws, in relation to the matters set out in 7.4.4	Tłı̨chǫ	at discretion after the effective date
2.	Prepare laws on an ongoing basis in accordance with the Tłı̨chǫ Constitution, as required	Tłı̨chǫ	at discretion
3.	Consult with Tłı̨chǫ community governments before enacting laws in relation to matters set out in 7.4.4(d), as outlined on Sheet # 7-13, and with the GNWT before enacting laws in relation to matters set out in 7.4.4(f) to (l), as outlined on Sheet # 7-14	Tłı̨chǫ	as required
4.	Provide notice of adoptions and marriages to government as set out in Sheet # 7-11	Tłı̨chǫ	monthly, as required

OBLIGATIONS ADDRESSED:

7.4.4 The Tłı̨chǫ Government has the power to enact laws in relation to

(a) protection of spiritual and cultural beliefs and practices of Tłı̨chǫ Citizens and protection and promotion of the Tłı̨chǫ language and of the culture of the Tłı̨chǫ First Nation;

(b) the use of Tłı̨chǫ language in operations of the Tłı̨chǫ Government and standards for the Tłı̨chǫ language;

(c) the practice of traditional medicine of Tłı̨chǫ Citizens, including the certification of such practitioners;

(d) heritage resources on Tłįchǫ lands or in Tłįchǫ communities;

(e) training by the Tłįchǫ Government for Tłįchǫ Citizens;

(f) social assistance, including social housing, for Tłįchǫ Citizens on Tłįchǫ lands or in a Tłįchǫ community, provided that such laws provide for standards, including standards for equitable access, portability and availability of appeal mechanisms;

(g) child and family services for Tłįchǫ Citizens on Tłįchǫ lands or in a Tłįchǫ community, provided that such laws provide for standards, including standards for the application of the principle of acting in the best interests of the child;

(h) guardianship and trusteeship of adult Tłįchǫ Citizens on Tłįchǫ lands or in a Tłįchǫ community, except in relation to persons who are subject to the *Mental Health Act*, provided that such laws provide for standards, including standards for the application of the principles of natural justice and the promotion of the safety and well-being of those persons;

(i) adoption, in the Northwest Territories, by a Tłįchǫ Citizen of a child who is a Tłįchǫ Citizen provided that such laws provide for adoption in accordance with the principle of acting in the best interests of the child and are consistent with any territorial legislation of general application requiring consent or notification of a biological parent;

(j) education, except post-secondary, for Tłįchǫ Citizens in Tłįchǫ communities or on Tłįchǫ lands, including the teaching of the Tłįchǫ language and the history and culture of the Tłįchǫ First Nation but not including the certification of teachers;

(k) pre-schooling and early childhood development programs for Tłįchǫ Citizens in Tłįchǫ communities or on Tłįchǫ lands;

(l) wills, intestacy and administration of estates of Tłįchǫ Citizens resident in the Northwest Territories at the time of death;

(m) certification of persons to teach the Tłįchǫ language and the history and culture of the Tłįchǫ First Nation;

(n) solemnization of marriage on Tłįchǫ lands or in a Tłįchǫ community, including conditions under which individuals appointed by the Tłįchǫ Government may solemnize marriages; and

(o) provision of services to Tłįchǫ Citizens by the Tłįchǫ Government for the resolution of disputes by processes other than courts.

RELATED CLAUSES: 7.4.6, 7.5.4, 7.5.5, 7.5.6, 7.5.7, 7.5.8, 7.5.9, 7.5.10, 7.5.14, 7.5.15, 7.5.16, 7.8.1

TŁĮCHǪ GOVERNMENT **Sheet # 7-9**

PROJECT: **Law-making powers of the Tłı̨chǫ government - taxation**

RESPONSIBILITY: Tłı̨chǫ Government (Tłı̨chǫ)

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Enact laws for Tłı̨chǫ Government purposes in relation to direct taxation of Tłı̨chǫ Citizens on Tłı̨chǫ lands or in a Tłı̨chǫ community	Tłı̨chǫ	at discretion

OBLIGATIONS ADDRESSED:

7.4.5 The Tłı̨chǫ Government has the power to enact laws for Tłı̨chǫ Government purposes in relation to direct taxation of Tłı̨chǫ Citizens on Tłı̨chǫ lands or in a Tłı̨chǫ community.

RELATED CLAUSES: 7.4.6, 7.5.11, 7.5.12, 7.8.1, chapter 27

TŁĮCHǪ GOVERNMENT **Sheet # 7-10**

PROJECT: **Core principles and objectives for programs**

RESPONSIBILITY: Government of the Northwest Territories - Ministry of Aboriginal Affairs (MAA), Health and Social Services (HSS), Education, Culture and Employment (EC&E), Department of Justice (Justice), NWT Housing Corporation (NWTHC), Tłįchǫ Government (Tłįchǫ)

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Notify the Tłįchǫ of intent to develop or amend core principles and objectives for matters identified in 7.5.5, in sufficient form and detail to allow the Tłįchǫ to prepare their views on the matter; provide a reasonable period of time in which the Tłįchǫ may prepare their views on the matter, and provide an opportunity to present their views	MAA, HSS, EC&E, Justice, NWTHC	prior to developing core principles and objectives
2. Review information provided and prepare and present views on the matter	Tłįchǫ	within reasonable period of time indicated in Activity 1
3. Give full and fair consideration to any views presented	MAA, HSS, EC&E, Justice, NWTHC	after receiving views and before developing or amending core principles or objectives
4. Make decision and inform the Tłįchǫ of the decision	MAA, HSS, EC&E, Justice, NWTHC	after giving full and fair consideration to views received
5. Develop or amend core principles or objectives, and provide copies to the Tłįchǫ	MAA, HSS, EC&E, Justice, NWTHC	in accordance with decision
6. Ensure any standards which are developed or amended are compatible with these core principles and objectives	HSS, EC&E, Justice, NWTHC, Tłįchǫ	when developing or amending standards

OBLIGATIONS ADDRESSED:

7.5.5 The Government of the Northwest Territories shall develop, and amend as necessary, core principles and objectives for social assistance, social housing, child and family services, guardianship and trusteeship of adults and pre-schooling and early childhood development. In developing these principles and objectives, the Government of the Northwest Territories shall consult the Tłįchǫ Government. Standards established by the Government of the Northwest Territories and Tłįchǫ Government shall be compatible with these core principles and objectives.

RELATED CLAUSES: 7.4.4, 7.5.15, 7.5.16

PLANNING ASSUMPTIONS:

1. When the Government of the Northwest Territories or the Tłįchǫ Government develop standards in these areas, they will provided copies of the standards to the other government.

2. The Ministry of Aboriginal Affairs will coordinate the development of the core principles and objectives for the Government of the Northwest Territories.

TŁĮCHǪ GOVERNMENT **Sheet # 7-11**

PROJECT: **Notice of adoptions and marriages under Tłįchǫ laws**

RESPONSIBILITY: Tłįchǫ Government (Tłįchǫ), Government of the Northwest Territories - Health and Social Services (HSS)

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Provide HSS with notice, in writing, of any adoptions under 7.4.4(i) laws, in a form and level of detail as may be agreed by the Tłįchǫ and HSS, under 7.9.3	Tłįchǫ	monthly
2. Provide HSS with notice, in writing, of any marriages under 7.4.4(n) laws, in a form and level of detail as may be agreed by the Tłįchǫ and HSS, under 7.9.3	Tłįchǫ	monthly
3. Confirm with Tłįchǫ, in writing, of receipt of information	HSS	as soon as practicable following receipt of data

OBLIGATIONS ADDRESSED:

7.4.4 The Tłįchǫ Government has the power to enact laws in relation to

...

(i) adoption, in the Northwest Territories, by a Tłįchǫ Citizen of a child who is a Tłįchǫ Citizen provided that such laws provide for adoption in accordance with the principle of acting in the best interests of the child and are consistent with any territorial legislation of general application requiring consent or notification of a biological parent;

...

(n) solemnization of marriage on Tłįchǫ lands or in a Tłįchǫ community, including conditions under which individuals appointed by the Tłįchǫ Government may solemnize marriages; and

7.5.6 The Tłįchǫ Government shall provide to the Government of the Northwest Territories notice of adoptions under 7.4.4(i) laws and of marriages under 7.4.4(n) laws.

7.9.3 Government and the Tłįchǫ Government may enter into agreements to coordinate the delivery of programs and services or to otherwise harmonize program and service delivery, including arrangements for information sharing, record-keeping, methods of ensuring comparability of standards, cooperation in negotiation of inter-jurisdictional agreements, and any other measures as agreed.

RELATED CLAUSES: 7.5.10

TŁĮCHǪ GOVERNMENT **Sheet # 7-12**

PROJECT: **Consultation with government on Tłįchǫ laws in relation to Tłįchǫ lands and resources**

RESPONSIBILITY: Tłįchǫ Government (Tłįchǫ), Canada - Department of Indian Affairs and Northern Development (DIAND), Government of the Northwest Territories - Ministry of Aboriginal Affairs (MAA)

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Notify DIAND and MAA of intent to enact laws in relation to the matters set out in 7.4.2, in sufficient form and detail to allow DIAND and MAA to prepare their views on the matter; provide a reasonable period of time in which DIAND and MAA may prepare their views on the matter, and provide an opportunity to present their views	Tłįchǫ	prior to developing laws in relation to the matters set out in 7.4.2
2. Review information provided and prepare and present views on the matter	DIAND and MAA	within reasonable period of time indicated in Activity 1
3. Give full and fair consideration to any views presented	Tłįchǫ	after receiving views and before enacting laws
4. Make decision and inform DIAND and MAA, in writing, of the decision	Tłįchǫ	after giving full and fair consideration to views received
5. Enact laws and provide notice to DIAND and MAA	Tłįchǫ	in accordance with decision

OBLIGATIONS ADDRESSED:

7.4.2 The Tłįchǫ Government has the power to enact laws in relation to the use, management, administration and protection of Tłįchǫ lands and the renewable and non-renewable resources found thereon, including, for greater certainty, laws respecting

(a) the granting of interests in Tłįchǫ lands and the expropriation of such interests by the Tłįchǫ Government;

(b) land use plans for Tłı̨chǫ lands;

(c) businesses, occupations and activities of a local nature on Tłı̨chǫ lands;

(d) the control or prohibition of the transport, sale, manufacture, possession or use of weapons and dangerous substances on Tłı̨chǫ lands;

(e) the control or prohibition of the transport, sale, possession or use of intoxicants on Tłı̨chǫ lands; and

(f) the requirement for an authorization from the Wek'èezhìı Land and Water Board for use of Tłı̨chǫ lands where legislation provides an exemption from such a requirement.

7.5.13 Before enacting a law in relation to the matters set out in 7.4.2, the Tłı̨chǫ Government shall consult with government.

RELATED CLAUSES: 7.5.10, 7.8.1, 12.14.1

PLANNING ASSUMPTIONS:

1. Consultations required pursuant to 7.5.13 will take place in Rae Edzo or Yellowknife, unless otherwise agreed by the parties.

TŁĮCHǪ GOVERNMENT **Sheet # 7-13**

PROJECT: **Consultation with Tłįchǫ community governments on Tłįchǫ laws in relation to heritage resources in Tłįchǫ communities**

RESPONSIBILITY: Tłįchǫ Government (Tłįchǫ), Tłįchǫ community government (TCG)

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Provide any affected TCG with notice, in writing, of intent to enact a law in relation to heritage resources in Tłįchǫ communities, in sufficient form and detail to allow the TCG to prepare its views on the matter and provide a reasonable period of time in which the TCG may prepare its views on the matter, and provide an opportunity to present such views	Tłįchǫ	prior to enacting law in relation to a matter set out in 7.4.4(d) that is applicable in a Tłįchǫ community
2. Review information provided and prepare and present views on the matter	TCG	within reasonable period of time indicated in Activity 1
3. Give full and fair consideration to any views presented	Tłįchǫ	after receiving views and before enacting laws
4. Enact laws and provide notice to the TCG	Tłįchǫ	at discretion, after giving full and fair consideration to views received

OBLIGATIONS ADDRESSED:

7.4.4 The Tłįchǫ Government has the power to enact laws in relation to
...

(d) heritage resources on Tłįchǫ lands or in Tłįchǫ communities;

7.5.14 Before enacting a law in relation to a matter set out in 7.4.4(d) that is applicable in a Tłįchǫ community or a law that applies to Tłįchǫ land that is under water and is adjacent to a Tłįchǫ community, the Tłįchǫ Government shall consult with the Tłįchǫ community government.

RELATED CLAUSES: 7.5.4, 7.5.10, 7.8.1

TŁĮCHǪ GOVERNMENT **Sheet # 7-14**

PROJECT: **Consultation with the Government of the Northwest Territories on Tłįchǫ laws in relation to education, social and cultural matters**

RESPONSIBILITY: Tłįchǫ Government (Tłįchǫ), Government of the Northwest Territories - Ministry of Aboriginal Affairs (MAA), GNWT - Health and Social Services (HSS); GNWT - Education, Culture and Employment (EC&E), GNWT - Department of Justice (Justice), GNWT - Northwest Territories Housing Corporation (NWTHC)

	ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1.	Provide MAA with notice, in writing, of intent to enact a law in relation to a matter set out in any of 7.4.4(f) to (l), in sufficient form and detail to allow MAA to prepare its views on the matter and provide a reasonable period of time in which MAA may prepare its views on the matter, and provide an opportunity to present such views to the Tłįchǫ	Tłįchǫ	prior to enacting law in relation to these matters
2.	Review information provided and prepare and present views on the matter	MAA, ECE, HSS, Justice, NWTHC	within reasonable period of time indicated in Activity 1
3.	Give full and fair consideration to any views presented	Tłįchǫ	after receiving views and before enacting laws
4.	Enact laws and provide written notice to MAA	Tłįchǫ	at discretion, after giving full and fair consideration to views received

OBLIGATIONS ADDRESSED:

7.4.4 The Tłįchǫ Government has the power to enact laws in relation to

...

(f) social assistance, including social housing, for Tłįchǫ Citizens on Tłįchǫ lands or in a Tłįchǫ community, provided that such laws provide for standards, including standards for equitable access, portability and availability of appeal mechanisms;

(g) child and family services for Tłįchǫ Citizens on Tłįchǫ lands or in a Tłįchǫ community, provided that such laws provide for standards, including standards for the application of the principle of acting in the best interests of the child;

(h) guardianship and trusteeship of adult Tłįchǫ Citizens on Tłįchǫ lands or in a Tłįchǫ community, except in relation to persons who are subject to the *Mental Health Act*, provided that such laws provide for standards, including standards for the application of the principles of natural justice and the promotion of the safety and well-being of those persons;

(i) adoption, in the Northwest Territories, by a Tłįchǫ Citizen of a child who is a Tłįchǫ Citizen provided that such laws provide for adoption in accordance with the principle of acting in the best interests of the child and are consistent with any territorial legislation of general application requiring consent or notification of a biological parent;

(j) education, except post-secondary, for Tłįchǫ Citizens in Tłįchǫ communities or on Tłįchǫ lands, including the teaching of the Tłįchǫ language and the history and culture of the Tłįchǫ First Nation but not including the certification of teachers;

(k) pre-schooling and early childhood development programs for Tłįchǫ Citizens in Tłįchǫ communities or on Tłįchǫ lands;

(l) wills, intestacy and administration of estates of Tłįchǫ Citizens resident in the Northwest Territories at the time of death;

...

7.5.15 Before enacting a law in relation to a matter set out in any of 7.4.4(f) to (l), the Tłįchǫ Government shall consult with the Government of the Northwest Territories

RELATED CLAUSES: 7.5.7, 7.5.10, 7.5.16, 7.8.1

PLANNING ASSUMPTIONS:

1. Consultations required pursuant to 7.5.15 will take place in Rae Edzo or Yellowknife, unless otherwise agreed by the parties.

TŁĮCHǪ GOVERNMENT **Sheet # 7-15**

PROJECT: **Consideration of Tłįchǫ culture and customs in court enforcement of Tłįchǫ laws**

RESPONSIBILITY: courts of the Northwest Territories

PARTICIPANT / LIAISON: Tłįchǫ Government (Tłįchǫ)

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Take judicial notice of Tłįchǫ laws and consider any evidence and representations in respect of the culture and customs of the Tłįchǫ First Nation	courts of the Northwest Territories	during any judicial proceedings in relation to custody of a child who is a Tłįchǫ Citizen
2. Give consideration to the culture and customs of the Tłįchǫ First Nation	courts of the Northwest Territories	when enforcing Tłįchǫ laws

OBLIGATIONS ADDRESSED:

7.6.2 The Tłįchǫ Government has standing in any judicial proceedings in which custody of a child who is a Tłįchǫ Citizen is in dispute, and the court will take judicial notice of Tłįchǫ laws and will consider any evidence and representations in respect of the culture and customs of the Tłįchǫ First Nation in addition to any other matters it is required by law to consider. The participation of the Tłįchǫ Government in such judicial proceedings will be in accordance with the applicable rules of court and will not affect the ability of the court to control its process.

7.6.3 When the courts of the Northwest Territories are enforcing Tłįchǫ laws, the courts shall give consideration to the culture and customs of the Tłįchǫ First Nation.

RELATED CLAUSES: 2.14, 7.6.1, 7.6.4, 7.6.5, 7.6.6, 7.6.7

TŁĮCHǪ GOVERNMENT **Sheet # 7-16**

PROJECT: **Prosecution of violations of Tłįchǫ laws**

RESPONSIBILITY: Tłįchǫ Government (Tłįchǫ)

PARTICIPANT / LIAISON: courts of the Northwest Territories

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Undertake prosecution of violations of Tłįchǫ laws before courts of the Northwest Territories and undertake appeals and other judicial proceedings with respect to such prosecutions	Tłįchǫ	as required
2. Ensure that prosecutions are consistent with the common law standards required for similar types of offences in Canada taking into account the culture and customs of the Tłįchǫ First Nation	Tłįchǫ	as required

OBLIGATIONS ADDRESSED:

7.6.4 The Tłįchǫ Government is responsible for the prosecution of violations of Tłįchǫ laws before the courts of the Northwest Territories and for appeals or other judicial proceedings with respect to such prosecutions, and will ensure that such prosecutions are consistent with the common law standards required for similar types of offences in Canada taking into account the culture and customs of the Tłįchǫ First Nation.

RELATED CLAUSES: 2.14

EXPLANATORY NOTE:

1. The Parties acknowledge that incremental costs relating to implementing the provisions of section 7.6 of the Tłįchǫ Agreement may be incurred by the Government of the Northwest Territories. While these costs are difficult to ascertain at this time, the Parties to the Tłįchǫ Agreement will undertake tripartite discussions, at the request of the Government of the Northwest Territories, to examine the incremental costs of implementing the provisions of section 7.6, including any costs of the courts and policing related to the enforcement of Tłįchǫ laws.

TŁĮCHǪ GOVERNMENT **Sheet # 7-17**

PROJECT: **Implementing and enforcing sanctions for violations of Tłı̨chǫ laws**

RESPONSIBILITY: Tłı̨chǫ Government (Tłı̨chǫ), Government of the Northwest Territories - Department of Justice (Justice)

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Enforce sanctions provided for violations of Tłı̨chǫ laws other than those referred to in 7.6.6	Tłı̨chǫ	as required
2. Enforce sanctions provided for violations of Tłı̨chǫ laws where the sanctions are fines, imprisonment and other sanctions of a type provided for in legislation	Justice	as required
3. Negotiate an agreement in respect of the enforcement of Tłı̨chǫ laws, of legislation in relation to Tłı̨chǫ Citizens or of legislation in relation to Tłı̨chǫ lands, if desired	Tłı̨chǫ and Justice	on agreement

OBLIGATIONS ADDRESSED:

7.4.6 The powers to enact laws in relation to any of the matters set out in 7.4.1 to 7.4.5 includes the power to enact laws for the enforcement of those laws, including laws

(a) establishing powers of search, seizure, arrest and detention;

(b) providing for the appointment of enforcement officers and identifying their specific duties; and

(c) providing for the imposition of fines, imprisonment or other sanctions of a type authorized by legislation, or for the imposition of other sanctions consistent with the culture and customs of the Tłı̨chǫ First Nation.

7.6.5 The Tłı̨chǫ Government is responsible for enforcing sanctions provided for violations of Tłı̨chǫ laws other than those referred to in 7.6.6.

7.6.6 The Government of the Northwest Territories is responsible for enforcing sanctions provided for violations of Tłı̨chǫ laws where the sanctions are fines, imprisonment and other sanctions of a type provided for in legislation.

7.6.7 An agreement may be concluded in respect of the enforcement of Tłı̨chǫ laws, of legislation in relation to Tłı̨chǫ Citizens or of legislation in relation to Tłı̨chǫ lands by the Tłı̨chǫ Government and government.

RELATED CLAUSES: 2.14, 7.4.1, 7.4.2, 7.4.3, 7.4.4, 7.4.5

EXPLANATORY NOTE:

1. The Parties acknowledge that incremental costs relating to implementing the provisions of section 7.6 of the Tłı̨chǫ Agreement may be incurred by the Government of the Northwest Territories. While these costs are difficult to ascertain at this time, the Parties to the Tłı̨chǫ Agreement will undertake tripartite discussions, at the request of the Government of the Northwest Territories, to examine the incremental costs of implementing the provisions of section 7.6, including any costs of the courts and policing related to the enforcement of Tłı̨chǫ laws.

TŁĮCHǪ GOVERNMENT **Sheet # 7-18**

PROJECT: **Register of Tłı̨chǫ laws**

RESPONSIBILITY: Tłı̨chǫ Government (Tłı̨chǫ)

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Establish and maintain, at the Tłı̨chǫ principal administrative offices, a register on which shall be entered the text of all Tłı̨chǫ laws, including any amendment to those laws	Tłı̨chǫ	as soon as practicable following enactment of first Tłı̨chǫ law
2. Enter any new Tłı̨chǫ laws approved	Tłı̨chǫ	as soon as possible following approval of law
3. Provide reasonable access to the register during normal business hours	Tłı̨chǫ	upon establishment of register
4. Establish policy and procedure for providing copies of Tłı̨chǫ laws on request	Tłı̨chǫ	upon establishment of register
5. Provide, at cost, copies of Tłı̨chǫ laws	Tłı̨chǫ	upon request

OBLIGATIONS ADDRESSED:

7.8.1 The Tłı̨chǫ Government shall maintain, at its principal administrative offices, a register on which it shall enter the text of all Tłı̨chǫ laws, including any amendment to those laws.

7.8.2 Every person shall have reasonable access to the register during normal business hours.

7.8.3 The Tłı̨chǫ Government upon request shall provide, at cost, copies of Tłı̨chǫ laws.

RELATED CLAUSES: 7.1.5

TŁĮCHǪ GOVERNMENT **Sheet # 7-19**

PROJECT: **Disruption in the delivery of a program or service on Tłı̨chǫ lands or in a Tłı̨chǫ community**

RESPONSIBILITY: Canada - Department of Indian Affairs and Northern Development (DIAND), Government of the Northwest Territories - Ministry of Aboriginal Affairs (MAA), Tłı̨chǫ Government (Tłı̨chǫ)

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Give notice of desire to enter into discussions for the purpose of reaching agreement on whether there has been a serious disruption in the delivery of a program or service on Tłı̨chǫ lands or in a Tłı̨chǫ community, where one of the Parties is of the opinion that there may be or has been a serious disruption	Tłı̨chǫ, MAA or DIAND	at discretion
2. Enter into discussions for the purpose of reaching agreement on whether there has been a serious disruption in the delivery of a program or service on Tłı̨chǫ lands or in a Tłı̨chǫ community	Tłı̨chǫ, MAA, DIAND	no later than 60 days after receipt of notice
3. Discuss how to best deal with the disruption in the delivery of a program or service on Tłı̨chǫ lands or in a Tłı̨chǫ community including cost-sharing implications	Tłı̨chǫ, MAA, DIAND	once it has been agreed that there is a disruption
4. Implement measures to address the disruption in the delivery of programs or services	Tłı̨chǫ, MAA, DIAND	in accordance with agreement reached

OBLIGATIONS ADDRESSED:

7.9.2 Where one of the Parties is of the opinion that there may be or has been a serious disruption in the delivery of a program or service on Tłı̨chǫ lands or in a Tłı̨chǫ community, then, on 60 days notice by one of the Parties, the Parties will enter into discussions for the purpose of reaching agreement on whether there has been a disruption and if so, on how best to deal with it, including any cost-sharing arrangements. During the course of these discussions, the Parties shall consider

(a) the impact of the disruption on the delivery of the program or service;

(b) the options for maintaining the delivery, financing and administration of the program or service; and

(c) the potential cost implications of such options for each of the Parties.

RELATED CLAUSES: 7.9.1, 7.9.3

TŁĮCHǪ GOVERNMENT **Sheet # 7-20**

PROJECT: **Intergovernmental Services Agreement (ISA)**

RESPONSIBILITY: Dogrib Treaty 11 Council or Tłı̨chǫ Government (Tłı̨chǫ), Government of the Northwest Territories - Health and Social Services (HSS), Government of the Northwest Territories - Ministry of Aboriginal Affairs (MAA) Government of the Northwest Territories - Education, Culture and Employment (EC&E), Canada - Department of Indian Affairs and Northern Development (DIAND)

	ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1.	Negotiate ISA in accordance with 7.10.4	Tłı̨chǫ, HSS, EC&E, MAA, DIAND	prior to ratification process
2.	Sign the ISA	Tłı̨chǫ, MAA, DIAND	on or before the effective date
3.	Include in ISA period of time over which the ISA will be in effect	Tłı̨chǫ, HSS, EC&E, MAA, DIAND	include provision in signed ISA
4.	Give notice to other Parties as to whether they wish to negotiate a renewal or replacement ISA	Tłı̨chǫ, HSS, EC&E, MAA, DIAND	at least two years prior to expiration date of ISA
5.	If desired, negotiate renewed ISA or as replaced by another ISA on all or any of the types of programs and services covered by the first agreement	Tłı̨chǫ, HSS, EC&E, MAA, DIAND	during final two years of existing ISA
6.	Review the financing agreement (referred to in 7.11) to determine whether any amendments are required to the financing agreement in relation to financing in support of the intergovernmental services agreement	Tłı̨chǫ, HSS, EC&E, MAA, DIAND	during negotiation of an ISA after the first one
7.	Conclude renewed or replacement ISA in accordance with 7.10.4	Tłı̨chǫ, HSS, EC&E, MAA, DIAND	prior to expiry of current ISA

OBLIGATIONS ADDRESSED:

7.10.1 The Agreement shall not come into effect until the first intergovernmental services agreement, negotiated by government and the Dogrib Treaty 11 Council and as submitted by the chief negotiators to their principals during the ratification process, has been signed.

7.10.4 An intergovernmental services agreement may include a description of the principal elements of any legislation or Tłı̨chǫ laws governing the types of programs and services covered by it and shall include

(a) a description of the manner in which Tłı̨chǫ language and the culture and way of life of the Tłı̨chǫ First Nation will be respected and promoted;

(b) a description of the manner in which the programs and services will be delivered, including any role to be played by government, by the Tłı̨chǫ Government, by any institution of government, including, for greater certainty, a Tłı̨chǫ community government, by any institution of the Tłı̨chǫ Government or by any joint institution;

(c) provisions implementing the principle that persons affected by an intergovernmental services agreement should have an opportunity to participate in the decision making process with respect to the management and delivery of the programs and services covered by it, provided that, in the case of programs and services delivered by an institution of government or of the Tłı̨chǫ Government or by a joint institution of both, this principle shall be implemented by providing an appropriate opportunity for those persons to be represented on that institution;

(d) provisions for the resolution of disputes; and

(e) provisions for its periodic review, a process for its amendment and a process, including appropriate notice periods, for its renewal or replacement.

7.10.5 The first intergovernmental services agreement shall be in effect for a period of 10 years from the effective date, unless another time period is set out in that agreement and may, upon its expiration, be renewed or replaced by another intergovernmental services agreement on all or any of the types of programs and services covered by the first agreement.

7.10.6 Unless the Parties otherwise agree, at least two years prior to the expiration date of an intergovernmental services agreement, the Parties shall give notice to each other as to whether they wish to negotiate a renewal or replacement agreement.

7.10.7 During the negotiation of an intergovernmental services agreement after the first one, the Parties shall review the financing agreement referred to in 7.11 to determine whether any amendments are required to the financing agreement in relation to financing in support of the intergovernmental services agreement.

RELATED CLAUSES: 7.10.2, 7.10.3, 7.10.8, 7.10.9, 7.10.10, 7.10.11, 7.11

TŁĮCHǪ GOVERNMENT **Sheet # 7-21**

PROJECT: **Financing agreement**

RESPONSIBILITY: Canada - Department of Indian Affairs and Northern Development (DIAND), Dogrib Treaty 11 Council or Tłįchǫ Government (Tłįchǫ)

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Negotiate a financing agreement, in accordance with the objectives and features identified in 7.11.3, 7.11.4 and 7.11.6	Tłįchǫ, DIAND	prior to ratification process
2. Make payments to the Tłįchǫ, or to any agreed delegates	DIAND	according to cash flow specified in the agreement
3. Provide reports to DIAND in accordance with the agreement	Tłįchǫ	as specified in the agreement
4. Make annual adjustments to levels of financing provided pursuant to a financing agreement according to any formula set out in the financing agreement	DIAND	annually, as specified in the agreement
5. Initiate negotiations to renew or replace the current agreement	Tłįchǫ, DIAND	no later than the beginning of the last fiscal year of the current agreement
6. Conclude new or renewed agreement	Tłįchǫ, DIAND	prior to expiry of current agreement

OBLIGATIONS ADDRESSED:

7.11.1 The Agreement shall not come into effect before the signing of the first financing agreement by the Government of Canada and the Dogrib Treaty 11 Council as submitted by the chief negotiators for the Government of Canada and the Dogrib Treaty 11 Council to their principals.

7.11.2 The first financing agreement shall be for a term of at least five years from the effective date and may be renewed or replaced by another financing agreement.

7.11.3 The following are objectives for the negotiation of a financing agreement:

(a) the Tłįchǫ Government and its institutions be able to
- (i) fulfill any role identified for them in an intergovernmental services agreement made under 7.10 in relation to the programs and services covered by that agreement so that those programs and services are provided at levels reasonably comparable to those generally prevailing in the Northwest Territories, and
- (ii) exercise any other powers of the Tłįchǫ Government under the Agreement; and

(b) the Parties be guided by their commitment to an effective central government in the Northwest Territories with the ability
- (i) to continue to deliver its programs and services to all residents of the Northwest Territories, and
- (ii) to effect economic and fiscal policies on a territory-wide basis.

7.11.4 In negotiating a financing agreement, the following shall be taken into account:

(a) the capacity of the Tłįchǫ Government to generate revenues from its own sources;

(b) diseconomies of scale which impose higher operating or administrative costs on the Tłįchǫ Government;

(c) opportunities for economies, including the possibilities for cooperative or joint arrangements among government, Tłįchǫ community governments and the Tłįchǫ Government for the management and delivery of programs or services;

(d) other financing provided to the Tłįchǫ Government;

(e) geographic distribution of the population receiving services covered by the financing agreement from the Tłįchǫ Government;

(f) the prevailing fiscal policies of government;

(g) the costs to government of managing and delivering a particular program or service for which the Tłįchǫ Government is assuming responsibility;

(h) the desirability of funding arrangements that are reasonably stable and predictable; and

(i) such other matters as government and the Tłįchǫ Government may agree.

7.11.5 To assist in the negotiation of a financing agreement, government and the Tłįchǫ Government shall disclose all relevant information required for those negotiations.

7.11.6 A financing agreement shall set out

(a) the amounts of money to be provided by government towards the cost of establishing and operating the Tłįchǫ Government and its institutions including any role identified for it or them under an intergovernmental services agreement made under 7.10;

(b) the mechanism for the transfer of money provided by government;

(c) financial accountability provisions, including those respecting reporting and audit;

(d) provisions for the exchange of information required to administer the financing agreement;

(e) procedures for negotiating a subsequent financing agreement;

(f) procedures for the resolution of disputes; and

(g) any other relevant matters.

7.11.12 The levels of financing provided pursuant to a financing agreement may be adjusted annually according to a formula set out in the financing agreement.

RELATED CLAUSES: 7.10, 7.11.7, 7.11.8, 7.11.9, 7.11.10, 7.11.11

EXPLANATORY NOTE:

1. The structure and operation of the Tłįchǫ Finance Committee, and its responsibilities with respect to the Tłįchǫ Financing Agreement, are described in Activity Sheet # 5-2.

TŁĮCHǪ GOVERNMENT **Sheet # 7-22**

PROJECT: **Tłı̨chǫ Government laws and exercise of power in relation to international legal obligations**

RESPONSIBILITY: Canada, Tłı̨chǫ Government (Tłı̨chǫ)

PARTICIPANT / LIAISON: mediator, arbitrator, international tribunal

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Inform the Tłı̨chǫ Government that a law or other exercise of power of the Tłı̨chǫ Government causes Canada to be unable to perform an international legal obligation	Canada	as required
2. Enter discussions to develop remedial measures to enable Canada to perform the international legal obligation	Canada, Tłı̨chǫ	upon notification
OR		
Refer to chapter 6 dispute resolution process, in accordance with 7.13.4, where there is disagreement over whether a law or other exercise of power of the Tłı̨chǫ Government causes Canada to be unable to perform an international legal obligation	Canada, Tłı̨chǫ	at discretion
3. Take no further action for this reason aimed at changing the Tłı̨chǫ Government law or other exercise of power, where the arbitrator determines that the law or other exercise of power of the Tłı̨chǫ Government does not cause Canada to be unable to perform the international legal obligation	Canada	following arbitrator's ruling
OR		

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
Remedy the law or other exercise of power to enable Canada to perform the international legal obligation, where the arbitrator determines that the Tłı̨chǫ Government law or other exercise of power causes Canada to be unable to perform the international legal obligation	Tłı̨chǫ	following arbitrator's ruling
4. Request that the Tłı̨chǫ remedy a law or action to enable Canada to perform an international legal obligation consistent with the compliance of Canada, where there is a finding of an international tribunal of non-performance of an international legal obligation of Canada attributable to a law or other exercise of power of the Tłı̨chǫ Government	Canada	following a finding of non-performance by an international tribunal
5. Remedy the law or action to enable Canada to perform the international legal obligation consistent with the compliance of Canada	Tłı̨chǫ	following a request by Canada where there is a finding of non-performance by an international tribunal

OBLIGATIONS ADDRESSED:

7.13.3 Where the Government of Canada informs the Tłı̨chǫ Government that it considers that a law or other exercise of power of the Tłı̨chǫ Government causes Canada to be unable to perform an international legal obligation, the Tłı̨chǫ Government and the Government of Canada shall discuss remedial measures to enable Canada to perform the international legal obligation. Subject to 7.13.4, the Tłı̨chǫ Government shall remedy the law or other exercise of power to the extent necessary to enable Canada to perform the international legal obligation.

7.13.4 Where the Government of Canada and the Tłįchǫ Government disagree over whether a law or other exercise of power of the Tłįchǫ Government causes Canada to be unable to perform an international legal obligation, the dispute shall be resolved pursuant to 6.4 and 6.5, except that 6.5.4, 6.5.5 and 6.5.10 shall not apply in the resolution of such a dispute. If the arbitrator, having taken into account all relevant considerations including any reservations and exceptions available to Canada, determines that the law or other exercise of power of the Tłįchǫ Government does not cause Canada to be unable to perform the international legal obligation, the Government of Canada shall not take any further action for this reason aimed at changing the Tłįchǫ Government law or other exercise of power. If the arbitrator, having taken into account all relevant considerations including any reservations and exceptions available to Canada, determines that the Tłįchǫ Government law or other exercise of power causes Canada to be unable to perform the international legal obligation, the Tłįchǫ Government shall remedy the law or other exercise of power to enable Canada to perform the international legal obligation. The resolution of a dispute pursuant to this paragraph is without prejudice to the application of 7.13.6.

7.13.6 Notwithstanding 7.13.4, if there is a finding of an international tribunal of non-performance of an international legal obligation of Canada attributable to a law or other exercise of power of the Tłįchǫ Government, the Tłįchǫ Government shall, at the request of the Government of Canada, remedy the law or action to enable Canada to perform the international legal obligation consistent with the compliance of Canada.

RELATED CLAUSES: chapter 6, 7.13.1, 7.13.7

TŁĮCHǪ GOVERNMENT **Sheet # 7-23**

PROJECT: **Consultation with the Tłı̨chǫ Government with respect to Canada's international legal obligations**

RESPONSIBILITY: Canada, Tłı̨chǫ Government (Tłı̨chǫ)

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Provide an opportunity for the Tłı̨chǫ, either separately or through a forum, to make their views known with respect to any international treaty that may affect a right of the Tłı̨chǫ Government, the Tłı̨chǫ First Nation or a Tłı̨chǫ Citizen, flowing from the Agreement	Canada	prior to Canada consenting to be bound by the international treaty
2. Make views known to Canada	Tłı̨chǫ	as provided
3. Provide the Tłı̨chǫ with notice of the development of positions to be taken by Canada before an international tribunal where a law or other exercise of power of the Tłı̨chǫ Government has given rise to an issue concerning the performance of an international legal obligation of Canada, in sufficient form and detail to allow the Tłı̨chǫ to prepare its views on the matter and provide a reasonable period of time in which the Tłı̨chǫ may prepare its views on the matter, and provide an opportunity to present such views to Canada	Canada	prior to tabling a position in relation to the matter
4. Review information provided and prepare and present views on the matter	Tłı̨chǫ	within reasonable period of time indicated in Activity 3
5. Give full and fair consideration to any views presented	Canada	after receiving views and before finalizing position
6. Prepare position, taking into account the commitment of the Parties to the integrity of this Agreement, and inform the Tłı̨chǫ	Canada	at discretion, after giving full and fair consideration to views received

OBLIGATIONS ADDRESSED:

7.13.2 Prior to consenting to be bound by an international treaty that may affect a right of the Tłįchǫ Government, the Tłįchǫ First Nation or a Tłįchǫ Citizen, flowing from the Agreement, the Government of Canada shall provide an opportunity for the Tłįchǫ Government to make its views known with respect to the international treaty either separately or through a forum.

7.13.5 The Government of Canada shall consult the Tłįchǫ Government in the development of positions taken by Canada before an international tribunal where a law or other exercise of power of the Tłįchǫ Government has given rise to an issue concerning the performance of an international legal obligation of Canada. Canada's positions before the international tribunal shall take into account the commitment of the Parties to the integrity of this Agreement.

RELATED CLAUSES: 7.13.1, 7.13.7

TŁĮCHǪ GOVERNMENT **Sheet # 7-24**

PROJECT: **Payment of band monies**

RESPONSIBILITY: Canada - Department of Indian Affairs and Northern Development (DIAND), Tłįchǫ Government (Tłįchǫ), Dogrib bands

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Identify any monies held by Canada for the use and benefit of the bands referred to in 7.14.1, calculate amount, and notify the bands, in writing, of amounts to be transferred	DIAND	prior to effective date
2. Confirm amount to be transferred, and request that the monies be transferred to the bands or to the new Tłįchǫ Government	Dogrib bands	prior to effective date
3. Transfer any such Indian monies held to the Tłįchǫ	DIAND	as soon as practicable after effective date
4. Provide confirmation, in writing, of receipt of monies transferred	Tłįchǫ	following receipt of monies

OBLIGATIONS ADDRESSED:

7.14.1 On the effective date, the Dogrib Treaty 11 Council, the Dog Rib Rae band, the Whati First Nation band, the Gameti First Nation band and the Dechi Laot'i First Nations band cease to exist and are succeeded by the Tłįchǫ Government.

7.14.3 Any monies held by the Government of Canada for the use and benefit of the bands referred to in 7.14.1 shall be transferred to the Tłįchǫ Government as soon as practicable after the effective date.

PLANNING ASSUMPTIONS:

1. For the purpose of authority for transfer of the funds to the Tłįchǫ, Canada will consider the duly signed final agreement to be appropriate supporting documentation.
2. In the event that any monies are requested and transferred to any of the Bands, by Band Council Resolution, prior to effective date, then no further action will be required after the effective date.

TŁĮCHǪ COMMUNITY GOVERNMENTS **Sheet # 8-1**

PROJECT: **Introducing territorial legislation establishing the Tłı̨chǫ community governments**

RESPONSIBILITY: Government of the Northwest Territories - Municipal and Community Affairs (MACA), Tłı̨chǫ Government (Tłı̨chǫ).

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Introduce legislation to establish the Tłı̨chǫ community governments of Behchokõ, Whati, Gamèti and Wekweèti, to come into force on effective date	MACA	prior to effective date, and as subsequently determined by the Legislative Assembly
2. Notify the Tłı̨chǫ of any proposal to amend the legislation establishing the Tłı̨chǫ community governments	MACA	prior to amending the legislation
3. Enter discussions with the objective of agreeing upon changes to the legislation	MACA, Tłı̨chǫ	as agreed, following notification of proposal
4. Indicate, in writing, whether the Tłı̨chǫ consent to the proposed amendments to the legislation	Tłı̨chǫ	upon completion of discussions
5. Introduce changes to the legislation	MACA	upon receiving consent of the Tłı̨chǫ

OBLIGATIONS ADDRESSED:

8.1.1 The Tłı̨chǫ community governments of Behchokǫ̀, Whatì, Gamètì and Wekweètì must be established by territorial legislation.

8.1.6 The Government of the Northwest Territories shall obtain the consent of the Tłı̨chǫ Government before introducing any bill to amend the legislation referred to in 8.1.1.

RELATED CLAUSES: 2.11.1, 8.1.2, 8.1.3, 8.1.4, 8.1.5

TŁĮCHǪ COMMUNITY GOVERNMENTS **Sheet # 8-2**

PROJECT: **Tłı̨chǫ community government elections**

RESPONSIBILITY: Government of the Northwest Territories - Municipal and Community Affairs - chief municipal electoral officer

PARTICIPANT / LIAISON: Dogrib Treaty 11 Council or Tłı̨chǫ Government (Tłı̨chǫ)

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Notify the Tłı̨chǫ, in writing, of intent to conduct the initial community government elections	chief municipal electoral officer	prior to the effective date, and before conducting the election
2. Take all steps required to conduct the first vote, in accordance with terms identified in 8.2, and as provided for in the territorial legislation	chief municipal electoral officer	prior to effective date, or as soon as practicable thereafter

OBLIGATIONS ADDRESSED:

8.1.3 The chief municipal electoral officer in the Northwest Territories shall conduct the elections of the first Chiefs and councillors for the Tłı̨chǫ community governments.

RELATED CLAUSES: 8.1.1, 8.1.4, 8.1.5, 8.2

TŁĮCHǪ COMMUNITY GOVERNMENTS **Sheet # 8-3**

PROJECT: **Expanding the boundaries of a Tłı̨chǫ community**

RESPONSIBILITY: Government of the Northwest Territories - Municipal and Community Affairs (MACA), Tłı̨chǫ community government (TCG), Tłı̨chǫ Government (Tłı̨chǫ), Canada - Department of Indian Affairs and Northern Development (DIAND), DIAND Minister

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Notify the Tłı̨chǫ, in writing, of desire to expand the community boundary into an area containing Tłı̨chǫ lands, and seek to negotiate an agreement for conveyance of such Tłı̨chǫ lands	TCG	before requesting the territorial Minister to expand a community boundary into an area containing Tłı̨chǫ lands
2. Enter discussions with the objectives of negotiating an agreement on the conveyance of Tłı̨chǫ lands for the purpose of expanding a Tłı̨chǫ community boundary	Tłı̨chǫ, TCG	following notification from the TCG
3. Submit their request, in writing, to the territorial Minister to expand the boundaries of a Tłı̨chǫ community, including evidence of consent of the Tłı̨chǫ, where conveyance of Tłı̨chǫ land is required	TCG	at discretion, or after reaching agreement with the Tłı̨chǫ where a conveyance of Tłı̨chǫ lands is required
4. Make decision regarding expansion of the Tłı̨chǫ community boundary and inform the TCG of the decision	MACA	after giving full and fair consideration to the request
5. Take action to expand the boundary, according to decision, including any required amendments to the territorial legislation OR	MACA	in accordance with decision, and with consent of the Tłı̨chǫ where a conveyance of Tłı̨chǫ lands is required

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
Do not expand the boundary of the community, and provide written reasons to the Tłįchǫ community government for that decision	MACA	in a timely fashion, following decision to not expand the community boundary, including circumstances where the Tłįchǫ do not consent to providing Tłįchǫ land
6. Take action to convey any replacement lands to the Tłįchǫ where such arrangements have been negotiated	MACA, DIAND	on a timely basis, in accordance with conveyance process
7. Amend Appendix to chapter 18 (part 1), in accordance with sheet #18-2	MACA, DIAND, Tłįchǫ	on a timely basis, in accordance with amendment process
8. Have a copy of the amendments to the Agreement deposited in the Library of Parliament, the legislative library of the GNWT, the office of the Registrar of Land Titles, the main office of the Tłįchǫ, the libraries of DIAND at headquarters and in the NWT regional office	DIAND Minister	as soon as possible following approval of the changes

OBLIGATIONS ADDRESSED:

8.7.1 The boundary of a Tłįchǫ community may, in accordance with applicable legislation and the appendix to this chapter, be expanded.

APPENDIX TO CHAPTER 8 - PROCESS FOR EXPANSION OF THE BOUNDARY OF A TŁĮCHǪ COMMUNITY (8.7.1)

1. The territorial Minister may not expand the boundary of a Tłįchǫ community except at the written request of the Tłįchǫ community government.

2. The consent of the Tłįchǫ Government is required where the expansion of the boundary would be into an area containing Tłįchǫ lands.

3. Before requesting the territorial Minister to expand the boundary of a Tłįchǫ community into an area containing Tłįchǫ lands, the Tłįchǫ community government shall discuss with the Tłįchǫ Government the need for the expansion and shall attempt to negotiate an agreement with the Tłįchǫ Government for the conveyance of the Tłįchǫ lands required for the expansion.

4. Where the territorial Minister receives a request from a Tłįchǫ community government but decides not to expand the boundary of the community, the Minister shall provide written reasons to the community government for that decision.

2.13.1 The Minister of Indian Affairs and Northern Development shall cause a copy of the Agreement and of any amendments thereto, including any instrument giving effect to an amendment, to be deposited in

(a) the Library of Parliament;

(b) the legislative library of the Government of the Northwest Territories;

(c) the main office of the Tłįchǫ Government;

(d) the library of the Department of Indian Affairs and Northern Development that is situated in the National Capital Region;

(e) the office of the Registrar of Land Titles for the Northwest Territories;

(f) the regional office of the Department of Indian Affairs and Northern Development that is situated in the Northwest Territories; and

(g) such other places as the Minister deems necessary.

RELATED CLAUSES: 2.10.1, 18.1.7, appendix to chapter 18 (part 1)

PLANNING ASSUMPTIONS:

1. A copy of amendments to the Agreement will also be sent to the GNWT at the following address:

Director of Implementation
Ministry of Aboriginal Affairs
Government of the Northwest Territories
Post Office Box 1320
Yellowknife, NT X1A 2L9

TŁĮCHǪ COMMUNITY GOVERNMENTS **Sheet # 8-4**

PROJECT:	**Dissolution of a Tłı̨chǫ community government or relocation of a Tłı̨chǫ community**
RESPONSIBILITY:	Canada - Department of Indian Affairs and Northern Development (DIAND), DIAND Minister, Government of the Northwest Territories - Municipal and Community Affairs (MACA), Tłı̨chǫ Government (Tłı̨chǫ)
PARTICIPANT / LIAISON:	Tłı̨chǫ community government

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Notify other Parties of intent to seek agreement concerning the dissolution of a Tłı̨chǫ community government or relocation of a Tłı̨chǫ community	DIAND, MACA or Tłı̨chǫ	at discretion
2. Discuss the proposal for the dissolution of a Tłı̨chǫ community government or relocation of a Tłı̨chǫ community	DIAND, MACA, Tłı̨chǫ	following request for consent
3. Amend the Agreement, in accordance with 2.10.1 (Sheet # 2-3), to reflect any agreement reached regarding the dissolution of a Tłı̨chǫ community government or relocation of a Tłı̨chǫ community	DIAND, MACA, Tłı̨chǫ	following agreement
4. Have a copy of the amendments to the Agreement deposited in the Library of Parliament, the legislative library of the GNWT, the main office of the Tłı̨chǫ, the office of the Registrar of Land Titles of the NWT, the library of DIAND at headquarters and the NWT regional office	DIAND Minister	as soon as possible following approval of the changes
5. Introduce legislation to give effect to the agreement reached	MACA	following agreement

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
6. Implement any agreement reached	DIAND, MACA, Tłı̨chǫ	following amendment of the Agreement and enactment of Territorial legislation

OBLIGATIONS ADDRESSED:

8.8.1 The agreement of the Parties is required before a Tłı̨chǫ community government is dissolved or before a Tłı̨chǫ community is relocated.

8.8.2 An agreement under 8.8.1 shall, subject to chapter 9, make provision for all assets and liabilities of the Tłı̨chǫ community government.

8.8.3 In the agreement under 8.8.1, the Parties shall describe the amendment to the Agreement required to reflect the dissolution of any Tłı̨chǫ community government or the relocation of any Tłı̨chǫ community.

8.8.4 The dissolution or relocation is not effective until the amendment to the Agreement referred to in 8.8.3 is consented to under 2.10.

2.13.1 The Minister of Indian Affairs and Northern Development shall cause a copy of the Agreement and of any amendments thereto, including any instrument giving effect to an amendment, to be deposited in

(a) the Library of Parliament;

(b) the legislative library of the Government of the Northwest Territories;

(c) the main office of the Tłı̨chǫ Government;

(d) the library of the Department of Indian Affairs and Northern Development that is situated in the National Capital Region;

(e) the office of the Registrar of Land Titles for the Northwest Territories;

(f) the regional office of the Department of Indian Affairs and Northern Development that is situated in the Northwest Territories; and

(g) such other places as the Minister deems necessary.

RELATED CLAUSES: 2.10.1, 8.1.6, 9.5

PLANNING ASSUMPTIONS:

1. A copy of amendments to the Agreement will also be sent to the GNWT at the following address:

   Director of Implementation
   Ministry of Aboriginal Affairs
   Government of the Northwest Territories
   Post Office Box 1320
   Yellowknife, NT X1A 2L9

TŁĮCHǪ COMMUNITY GOVERNMENTS **Sheet # 8-5**

PROJECT: **Establishment of new Tłįchǫ communities and Tłįchǫ community governments adjacent to Tłįchǫ lands**

RESPONSIBILITY: Canada - Department of Indian Affairs and Northern Development (DIAND), DIAND Minister, Government of the Northwest Territories - Municipal and Community Affairs (MACA), Tłįchǫ Government (Tłįchǫ)

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Notify other Parties of intent to seek agreement for the establishment of a new Tłįchǫ community, and Tłįchǫ community government, adjacent to (including within) Tłįchǫ lands	DIAND, MACA or Tłįchǫ	at discretion
2. Discuss the proposal for the establishment of the new Tłįchǫ community and Tłįchǫ community government	DIAND, MACA, Tłįchǫ	following request for consent
3. Amend the Agreement, in accordance with 2.10.1 (Sheet # 2-3), to reflect any agreement reached regarding the establishment of a new Tłįchǫ community and Tłįchǫ community government	DIAND, MACA, Tłįchǫ	following agreement
4. Have a copy of the amendments to the Agreement deposited in the Library of Parliament, the legislative library of the GNWT, the main office of the Tłįchǫ, the office of the Registrar of Land Titles of the NWT, the library of DIAND at headquarters and the NWT regional office	DIAND Minister	as soon as possible following approval of the changes
5. Introduce legislation setting out the powers of the government for that community and providing for its administration and structures, as necessary	MACA	following agreement

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
6. Implement any agreement reached	DIAND, MACA, Tłı̨chǫ	following amendment of the Agreement and enactment of territorial legislation

OBLIGATIONS ADDRESSED:

8.9.1 A new Tłı̨chǫ community shall only be established by agreement among the Parties and by the enactment of territorial legislation. The legislation shall be consistent with the Agreement and shall set out the powers of the government for that community and provide for its administration and structures. A new Tłı̨chǫ community shall only be established adjacent to Tłı̨chǫ lands.

8.9.2 In the agreement under 8.9.1, the Parties shall describe the amendment to the Agreement required to reflect the establishment of a Tłı̨chǫ community government.

8.9.3 The establishment of a new Tłı̨chǫ community is not effective until the amendment to the Agreement referred to in 8.9.2 is consented to in accordance with 2.10.

2.13.1 The Minister of Indian Affairs and Northern Development shall cause a copy of the Agreement and of any amendments thereto, including any instrument giving effect to an amendment, to be deposited in

(a) the Library of Parliament;

(b) the legislative library of the Government of the Northwest Territories;

(c) the main office of the Tłı̨chǫ Government;

(d) the library of the Department of Indian Affairs and Northern Development that is situated in the National Capital Region;

(e) the office of the Registrar of Land Titles for the Northwest Territories;

(f) the regional office of the Department of Indian Affairs and Northern Development that is situated in the Northwest Territories; and

(g) such other places as the Minister deems necessary.

RELATED CLAUSES: 2.10.1, 8.1

PLANNING ASSUMPTIONS:

1. A copy of amendments to the Agreement will also be sent to the GNWT at the following address:

Director of Implementation
Ministry of Aboriginal Affairs
Government of the Northwest Territories
Post Office Box 1320
Yellowknife, NT X1A 2L9

TŁĮCHǪ COMMUNITY LANDS **Sheet # 9-1**

PROJECT: **Amending schedule of interests in Tłįchǫ community lands (part 2 of the appendix to chapter 9) and schedule of excluded parcels (part 1 of the appendix to chapter 9)**

RESPONSIBILITY: Canada - Department of Indian Affairs and Northern Development (DIAND), DIAND Minister, Government of the Northwest Territories - Municipal and Community Affairs (MACA), Tłįchǫ Government (Tłįchǫ), Tłįchǫ community government (TCG)

PARTICIPANT / LIAISON: mediator, arbitrator

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Identify need to amend part 2 of the appendix to account for any interests or renewals, replacements, transfers or extensions of term granted before the effective date that are still in effect immediately before that date	Tłįchǫ, DIAND or MACA	as soon as practicable following the effective date
2. Refer to dispute resolution under chapter 6 any dispute among the Parties as to whether such an interest was granted before the effective date	Tłįchǫ, DIAND or MACA	upon inability to resolve disagreement
3. Provide details to TCG of intent to amend part 2 of the appendix, and allow a reasonable period of time to prepare and present views	Tłįchǫ, DIAND, MACA	after effective date, following resolution of any dispute
4. Prepare and present views to Parties	TCG	within reasonable period of time provided in Activity 3
5. Give written notice to TCG and amend part 2 of the appendix	Tłįchǫ, DIAND, MACA	after giving full and fair consideration to views presented by TCG
or		
Provide written notice to TCG of any arbitrator decision, and of any deemed inclusion in part 2 of the appendix	Tłįchǫ, DIAND, MACA	as soon as decision is made

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
6. Amend part 1 or part 2 of the appendix to correct for errors listed in 9.1.6	Tłı̨chǫ, DIAND, MACA	within one year following effective date
7. Have a copy of the amendments to the Agreement deposited in the Library of Parliament, the legislative library of the GNWT, the office of the Registrar of Land Titles, the main office of the Tłı̨chǫ, the libraries of DIAND at headquarters and in the NWT regional office	DIAND Minister	as soon as possible following approval of the changes

OBLIGATIONS ADDRESSED:

9.1.3 Before the effective date, a person authorized by the Dogrib Treaty 11 Council may, on behalf of a Tłı̨chǫ community government, execute an agreement for the granting of a lease described in part 3 of the appendix to this chapter. All such leases will come into effect on the effective date and the agreement will bind the Tłı̨chǫ community government on whose behalf it was executed.

9.1.4 Before the effective date, the chief negotiators may agree in writing to amend part 3 of the appendix to this chapter by adding thereto the descriptions of additional leases, and that part of the appendix shall be deemed to have been amended in accordance with such an amending agreement upon the execution of the amending agreement by the chief negotiators.

9.1.5 During the first year after the effective date, the Parties will, following consultation with the affected Tłı̨chǫ community government, amend part 2 of the appendix to this chapter to include any interests granted before the effective date that are in effect immediately before that date.

9.1.6 During the first year after the effective date, the Parties may amend part 1 or part 2 or the appendix to this chapter to

(a) correct an error in the description of a parcel described in part 1 or in a document listed in that part or of an interest listed in part 2;

(b) include in part 1 the description of a parcel held, immediately before the effective date, in fee simple or the description of a document containing the description of such a parcel;

(c) remove from part 1 the description of a parcel not held in fee simple immediately before the effective date or the description of a document containing the description of such a parcel; or

(d) remove from part 2 an interest that did not exist immediately before the effective date.

9.1.7 An amendment under 9.1.5 or 9.1.6 shall be deemed to have been made immediately before the effective date.

9.1.8 In the case of a dispute among the Parties as to whether any interest, renewal or replacement has been granted before the effective date or is still in effect immediately before that date, one of the Parties may refer the dispute for resolution in accordance with chapter 6. Any interest that an arbitrator determines under chapter 6 to have been granted before the effective date and to still have been in effect immediately before that date shall be deemed to have been included in part 2 of the appendix to this chapter immediately before the effective date.

2.13.1 The Minister of Indian Affairs and Northern Development shall cause a copy of the Agreement and of any amendments thereto, including any instrument giving effect to an amendment, to be deposited in

(a) the Library of Parliament;

(b) the legislative library of the Government of the Northwest Territories;

(c) the main office of the Tłı̨chǫ Government;

(d) the library of the Department of Indian Affairs and Northern Development that is situated in the National Capital Region;

(e) the office of the Registrar of Land Titles for the Northwest Territories;

(f) the regional office of the Department of Indian Affairs and Northern Development that is situated in the Northwest Territories; and

(g) such other places as the Minister deems necessary.

RELATED CLAUSES: 1.1.1 ("consultation"), 2.10.1, chapter 6, 9.1.1, 9.1.2, 9.1.9, 9.1.10, appendix to chapter 9 (part 1, part 2)

PLANNING ASSUMPTIONS:

1. A copy of amendments to the Agreement will also be sent to the GNWT at the following address:

Director of Implementation
Ministry of Aboriginal Affairs
Government of the Northwest Territories
Post Office Box 1320
Yellowknife, NT X1A 2L9

TŁĮCHǪ COMMUNITY LANDS **Sheet # 9-2**

PROJECT: **Acquisition of an interest in Tłı̨chǫ community government lands by an expropriating authority**

RESPONSIBILITY: Tłı̨chǫ community government (TCG), expropriating authority

PARTICIPANT / LIAISON: Canada - Department of Indian and Northern Affairs, Government of the Northwest Territories, Tłı̨chǫ Government

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Give notice to a TCG of the desire to discuss obtaining an interest in TCG land	expropriating authority	before taking any expropriation action
2. Enter discussions concerning the need for expropriation, and attempt to negotiate an agreement for the transfer of the required interest, including its location, extent and nature	expropriating authority, TCG	following request from the expropriating authority
3. Implement any agreement negotiated, transferring the required interest, in place of expropriation	expropriating authority, TCG	following negotiations
OR		
Expropriate under legislation, taking the minimum interest necessary, if no agreement is reached	expropriating authority	following failure to negotiate a conveyance without expropriation

OBLIGATIONS ADDRESSED:

9.3.3 Before proceeding with the expropriation of Tłı̨chǫ community lands, an expropriating authority shall discuss with the Tłı̨chǫ community government the need for expropriation and shall attempt to negotiate with it an agreement for the transfer of the required interest, including its location, extent and nature.

RELATED CLAUSES: 9.3.1, 9.3.2, 9.3.4, 9.3.6

TŁĮCHǪ COMMUNITY LANDS **Sheet # 9-3**

PROJECT: **Conveying fee simple title of lands, or other lesser title, from government to a Tłįchǫ community government**

RESPONSIBILITY: Canada - Department of Indian Affairs and Northern Development (DIAND), Government of the Northwest Territories - Municipal and Community Affairs (MACA), Tłįchǫ community government (TCG)

PARTICIPANT / LIAISON: mediator, arbitrator

	ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1.	Notify TCG of offer to convey fee simple title to government land in a Tłįchǫ community, or whatever lesser title is held, and which is no longer required, to the TCG exclusively	DIAND, MACA	when lands are no longer required by government
2.	Grant an interest, less than fee simple, to a party in relation to any improvements on the lands, prior to conveyance of title to the Tłįchǫ community government	DIAND, MACA	at discretion, prior to conveyance to the TCG
3.	Make payment of any costs incurred by government to effect the conveyance	TCG	as required
4.	Negotiate compensation from TCG where land had previously been acquired by government from the TCG upon payment of consideration or compensation to the TCG	TCG, DIAND, MACA	prior to conveying title
5.	Refer for resolution under the chapter 6 dispute resolution process, any dispute as to the amount of compensation to be paid further to the negotiations in Activity 4	TCG, DIAND, MACA	as agreed, following failure to reach agreement on amount of compensation to be paid in accordance with 9.4.3
6.	Pay compensation in accordance with outcome of dispute resolution process	TCG	within a reasonable period of time following the decision

OBLIGATIONS ADDRESSED:

9.4.1 Where government has determined it no longer requires land that it holds in a Tłı̨chǫ community, it shall make an offer to convey fee simple title to that land or whatever lesser title it holds, excluding mines and minerals that are not specified substances, to the Tłı̨chǫ community government and shall not convey such an interest in those lands to any other person or government.

9.4.2 The Tłı̨chǫ community government is not liable for the payment of any consideration in respect of the value of lands conveyed to it under 9.4.1, but is liable for any costs incurred by government to effect the conveyance. If there are any improvements on the lands, government may, before conveyance of title to the Tłı̨chǫ community government, grant an interest, less than fee simple, in relation to the improvements, and the title of the Tłı̨chǫ community government will be subject to that interest.

9.4.3 Notwithstanding 9.4.1 and 9.4.2, government is not obliged to convey title to the land referred to in 9.4.1 if the land had been acquired by government from the Tłı̨chǫ community government upon payment of consideration or compensation, unless government is paid by the Tłı̨chǫ community government for the value of that consideration or compensation.

9.4.4 Any dispute as to the amount to be paid to government under 9.4.3 may be referred by the Tłı̨chǫ community government for resolution in accordance with chapter 6.

RELATED CLAUSES: chapter 6

TŁĮCHǪ COMMUNITY LANDS **Sheet # 9-4**

PROJECT: **Conveyance of former Tłı̨chǫ community lands to the Tłı̨chǫ Government**

RESPONSIBILITY: Canada - Department of Indian Affairs and Northern Development (DIAND), Government of the Northwest Territories - Municipal and Community Affairs (MACA), Tłı̨chǫ Government (Tłı̨chǫ)

PARTICIPANT / LIAISON: Tłı̨chǫ community government (TCG)

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Convey former TCG lands to the Tłı̨chǫ, as fee simple title Tłı̨chǫ lands	DIAND, MACA	as such lands become available upon dissolution or relocation of a Tłı̨chǫ community, and following confirmation by government that the TCG is no longer responsible for those lands
2. Convey to government, unless otherwise agreed, the fee simple title in Tłı̨chǫ lands of equivalent value to the lands conveyed to the Tłı̨chǫ under 9.5.1	Tłı̨chǫ	as agreed
3. Negotiate payment for the value of any improvements on the conveyed Tłı̨chǫ community lands, with money or with land	Tłı̨chǫ, DIAND, MACA	as required
4. Refer for resolution under the chapter 6 dispute resolution process, any dispute as to the value, for the purpose of 9.5.2, of the lands conveyed to government, of substitute lands or of improvements, and the amount of compensation to be paid further to the negotiations in Activity 3	DIAND, MACA, Tłı̨chǫ	as agreed, following failure to reach agreement on the values and the amount of compensation to be paid in accordance with 9.5.2
5. Pay compensation in accordance with outcome of dispute resolution process	Tłı̨chǫ	within a reasonable period of time following the decision

OBLIGATIONS ADDRESSED:

9.5.1 Fee simple title to Tłįchǫ community lands and to mines and minerals held by government in, on or under those lands shall, upon dissolution of the Tłįchǫ community government or, in the case of the relocation of a Tłįchǫ community, upon confirmation by government that the Tłįchǫ community government is no longer responsible for those lands, be conveyed by government to the Tłįchǫ Government, and those lands shall become Tłįchǫ lands. Such title is subject to any interests in such lands identified in the transfer documentation and to any renewals, replacements, transfers or extensions of term of such interests.

9.5.2 Unless otherwise agreed by the Parties, the Tłįchǫ Government shall convey to government the fee simple title in Tłįchǫ lands of equivalent value to the lands conveyed to the Tłįchǫ Government under 9.5.1. If the lands conveyed under 9.5.1 are improved, and the substitute lands are unimproved, the Tłįchǫ Government may pay for the value of those improvements with money instead of with land.

9.5.3 Any dispute as to the value, for the purpose of 9.5.2, of the lands conveyed to government, of substitute lands or of improvements, may be referred by a Party for resolution in accordance with chapter 6.

RELATED CLAUSES: chapter 6

TŁĮCHǪ COMMUNITY LANDS **Sheet # 9-5**

PROJECT: **Contaminated sites on Tłįchǫ community lands**

RESPONSIBILITY: Canada - Department of Indian Affairs and Northern Development (DIAND) - Northern Affairs Program (NAP), DIAND Minister, Government of the Northwest Territories - Renewable Resources, Wildlife and Economic Development (RWED), Tłįchǫ Government (Tłįchǫ)

PARTICIPANT / LIAISON: Tłįchǫ community government (TCG), mediator, arbitrator

	ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1.	Assess any sites identified in part 4 of the appendix to chapter 9, where a program to clean-up contaminated sites on Crown lands wholly or partly in Mǫwhì Gogha Dè Nįįtłèè (NWT) is planned, in accordance with program criteria	NAP	in discussion with the TCG, when undertaking such a program on Crown lands
2.	Undertake the clean-up of contaminated sites in accordance with program criteria	NAP	according to program schedule
3.	Notify the other Parties if a contaminated site is identified on TCG lands, which is believed to have existed on the effective date, but which was not included in part 4 of the appendix to chapter 9	Tłįchǫ, NAP, RWED	as soon as possible after identification
4.	Seek to reach agreement that the proposed site is a contaminated site which existed on the effective date	Tłįchǫ, NAP, RWED	as soon as possible, following notification
5.	Submit the issue for resolution in accordance with chapter 6 if there is lack of agreement whether the contaminated site existed on effective date	Tłįchǫ, NAP or RWED	as provided in chapter 6
6.	Amend part 4 of the appendix to chapter 9 in accordance with 9.6.1 if it is determined that a contaminated site existed on TCG lands on the effective date	Tłįchǫ, NAP, RWED	following agreement of the parties, or as determined by the arbitrator

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
7. Have a copy of the amendments to the Agreement deposited in the Library of Parliament, the legislative library of the GNWT, the office of the Registrar of Land Titles, the main office of the Tłįchǫ, the libraries of DIAND at headquarters and in the NWT regional office	DIAND Minister	as soon as possible following approval of the changes

OBLIGATIONS ADDRESSED:

9.6.1 Where government undertakes any program respecting the clean-up of contaminated sites on Crown lands wholly or partly in Mǫwhì Gogha Dè Nįįtłèè (NWT), the program shall apply to such sites on Tłįchǫ community lands that are listed in part 4 of the appendix to this chapter as if the lands were Crown lands.

9.6.2 After the effective date, the Parties may agree that a site not listed in part 4 of the appendix to this chapter existed on the effective date and, upon consent of the Parties, the list in that part of the appendix to this chapter shall be considered to have been amended so as to include that site.

9.6.3 Any dispute as to whether a contaminated site existed on the effective date may be referred for resolution in accordance with chapter 6 by a Party. If a dispute goes to an arbitrator in accordance with chapter 6 and if the arbitrator confirms that a site existed on the effective date, the list in part 4 of the appendix to this chapter shall be considered to have been amended so as to include that site.

2.13.1 The Minister of Indian Affairs and Northern Development shall cause a copy of the Agreement and of any amendments thereto, including any instrument giving effect to an amendment, to be deposited in

(a) the Library of Parliament;

(b) the legislative library of the Government of the Northwest Territories;

(c) the main office of the Tłįchǫ Government;

(d) the library of the Department of Indian Affairs and Northern Development that is situated in the National Capital Region;

(e) the office of the Registrar of Land Titles for the Northwest Territories;

(f) the regional office of the Department of Indian Affairs and Northern Development that is situated in the Northwest Territories; and

(g) such other places as the Minister deems necessary.

RELATED CLAUSES: 2.10.1, chapter 6, 9.6.4, 9.6.5, 9.6.6, 9.6.7, 9.6.8, appendix to chapter 9 (part 4)

FUNDING:

1 Government shall be responsible for the costs associated with any clean-up of a contaminated site under 9.6.1 on Tłı̨chǫ community lands. (9.6.4)

PLANNING ASSUMPTIONS:

1. A copy of amendments to the Agreement will also be sent to the GNWT at the following address:

Director of Implementation
Ministry of Aboriginal Affairs
Government of the Northwest Territories
Post Office Box 1320
Yellowknife, NT X1A 2L9

TŁĮCHǪ COMMUNITY LANDS **Sheet # 9-6**

PROJECT:	**Property tax assistance**
RESPONSIBILITY:	Canada - Department of Indian Affairs and Northern Development (DIAND)
PARTICIPANT / LIAISON:	Tłįchǫ Government (Tłįchǫ)

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Pay to the Tłįchǫ the amount calculated and agreed to between Canada and the Tłįchǫ	DIAND	on the effective date

OBLIGATIONS ADDRESSED:

9.7.1 On the effective date, the Government of Canada shall pay to the Tłįchǫ Government $85,000 (2002$). This payment was calculated as a portion of the payments in lieu of taxes that the Government of Canada would have made over the 10 years following effective date for lands in Tłįchǫ communities that were, immediately before the effective date, reserved in the name of the Indian Affairs Branch for Indian Housing and occupied by Tłįchǫ Citizens, if title to those lands had not been vested in the Tłįchǫ community governments. The Tłįchǫ Government shall, in its sole discretion, determine how to use the payment.

9.7.2 For greater certainty, nothing in 9.7.1 affects any liability under legislation for the payment of property taxes assessed in relation to the lands referred to in 9.7.1.

WILDLIFE HARVESTING RIGHTS **Sheet # 10-1**

PROJECT:	**Non-Tłįchǫ harvesting of furbearers on Tłįchǫ lands or in a Tłįchǫ community**
RESPONSIBILITY:	Tłįchǫ Government (Tłįchǫ), person wishing to harvest furbearers on Tłįchǫ lands or in a Tłįchǫ community

ACTIVITIES		**RESPONSIBILITY**	**TIMING GUIDELINES**
1.	Request, in writing, permission from the Tłįchǫ to harvest furbearers on Tłįchǫ lands or in a Tłįchǫ community	person wishing to harvest furbearers on Tłįchǫ lands or in a Tłįchǫ community	as desired
2.	Decide whether or not to give consent	Tłįchǫ	in a timely fashion
3.	Inform, in writing, the person who requested permission to harvest furbearers, of their decision	Tłįchǫ	within a reasonable period of time, after a decision is made

OBLIGATIONS ADDRESSED:

10.1.3 10.1.1(b) does not prevent a person who has the consent of the Tłįchǫ Government, from harvesting furbearers on Tłįchǫ lands or in a Tłįchǫ community.

RELATED CLAUSES: 1.1.1 ("furbearers"),1.1.1 ("harvesting"), 10.1.1(b)

WILDLIFE HARVESTING RIGHTS **Sheet # 10-2**

PROJECT: **Restriction of the right of access for harvesting to lands used for military or national security purposes**

RESPONSIBILITY: Canada - Department of National Defence (DND)

PARTICIPANT / LIAISON: Tłı̨chǫ Government (Tłı̨chǫ)

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Give written notice to the Tłı̨chǫ of which lands are dedicated for military or national security purposes under legislation	DND	as required
2. Give written notice to the Tłı̨chǫ of which lands are temporarily being used for military exercises	DND	as required, prior to beginning of exercises

OBLIGATIONS ADDRESSED:

10.5.1 Subject to limitations which may be prescribed by or in accordance with the Agreement and in relation to lands vested in another Aboriginal people under a land claims agreement, limitations set under that agreement that are of the same type as those that apply on Tłı̨chǫ lands a Tłı̨chǫ Citizen has the right of access to all lands in Mǫwhì Gogha Dè Nı̨ı̨tłèè for the purpose of harvesting wildlife under 10.1.1.

10.5.3 The right of access under 10.5.1 does not extend to

(a) lands that are dedicated to military or national security purposes under legislation or areas temporarily being used for military exercises for the period of such temporary use, after notice of such dedication or use has been given to the Tłı̨chǫ Government;

RELATED CLAUSES: 1.1.1 ("harvesting"), 10.1.1, 10.5.2, 10.5.3(b,c), 12.5.1, 12.6.2, 13.2.2(c), 14.2.2(c), 19.5.4

PLANNING ASSUMPTIONS:

1. DND will attempt to give at least one month's notice prior to beginning of exercises.

2. The Tłįchǫ will be responsible for notifying Tłįchǫ Citizens, and the public on Tłįchǫ lands, of the restrictions, following DND's notification to the Tłįchǫ.

WILDLIFE HARVESTING RIGHTS **Sheet # 10-3**

PROJECT: **Conflict between authorized use of land that is not Tłįchǫ land and harvesting activities**

RESPONSIBILITY: Tłįchǫ Government (Tłįchǫ), proponent, mediator, arbitrator

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Notify the Tłįchǫ where the proponent believes that there may be a need to restrict access by Tłįchǫ Citizens for harvesting activities due to conflict of use	proponent	at discretion, where potential conflict exists
2. Attempt to reach an agreement regarding the proponent's use of the land and the nature and extent of restrictions of access	proponent and Tłįchǫ	in a timely fashion
3. Refer the issue to dispute resolution in accordance with the process outlined in Sheets # 6-4 and # 6-5, if no agreement is reached and if desired	proponent or Tłįchǫ	at discretion
4. Give the Tłįchǫ 10-day notice of intent to impose a restriction	proponent	during discussions, where no agreement has been reached, there has been no referral to dispute resolution, and in accordance with criteria set by rules established by the dispute resolution administrator
5. Refer the issue to dispute resolution in accordance with the process outlined in Sheets # 6-4 and # 6-5	Tłįchǫ	within 10 days of being notified by the proponent of intent to impose restrictions
6. Refrain from imposing the restrictions unless agreed to or confirmed through dispute resolution process	proponent	upon notice of referral of the issue to dispute resolution, by the Tłįchǫ, within the10 day notification period

OR

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
Impose the restriction, where no reference to dispute resolution has been made within the 10 day notification period (unless and until removed in accordance with dispute resolution decision)	proponent	after expiry of 10 day notification period, where the Tłı̨chǫ have made no referral to the dispute resolution process
7. Refer the issue to dispute resolution in accordance with the process outlined in Sheets # 6-4 and # 6-5	Tłı̨chǫ	more than 10 days after being notified by the proponent of intent to impose restrictions
8. Confirm or impose the nature, extent, duration and conditions of the restrictions on access or harvesting activities or remove the restriction or not impose a restriction on access or harvesting activities in accordance with the process outlined in Sheets # 6-4 and # 6-5, failing agreement amongst the parties	proponent, Tłı̨chǫ, mediator, arbitrator	upon agreement of the participants or by the arbitrator in accordance with guidelines set out by the administrator, after reviewing submissions from the Tłı̨chǫ and the proponent
9. Implement any restrictions agreed to or confirmed by the order of the arbitrator	proponent, Tłı̨chǫ	as agreed or as ordered by the arbitrator

OBLIGATIONS ADDRESSED:

10.6.1 If, in relation to land that is not Tłı̨chǫ land and to which the right of access under 10.5.1 applies, a proponent believes that there may be a conflict between the use of the land by the proponent and the harvesting activities of Tłı̨chǫ Citizens and that the right of access or the harvesting activities of Tłı̨chǫ Citizens should be consequently restricted, the proponent shall discuss the conflict with the Tłı̨chǫ Government and attempt to conclude an agreement with respect to the proponent's use of the land and the nature and extent of restrictions of the access right or of the harvesting activities that may be necessary to avoid the conflict.

10.6.2 The Tłı̨chǫ Government or the proponent may refer a dispute as to a proposed restriction for resolution in accordance with chapter 6.

10.6.3 Subject to 10.6.4, if no reference for resolution of a dispute is made under 10.6.2, no agreement has been reached and the proponent has made adequate attempts to resolve the dispute in accordance with criterial set by rules established under 6.3.1(c), after giving the Tłı̨chǫ Government 10-days notice, the proponent may impose a restriction proposed during the discussions conducted under 10.6.1.

10.6.4 If the Tłįchǫ Government refers a dispute as to a proposed restriction for resolution in accordance with chapter 6,

(a) within the 10-day notice period, the proponent cannot impose the restriction unless and until the restriction is agreed to or confirmed in accordance with chapter 6; and

(b) after the 10-day notice period, any restriction imposed by the proponent under 10.6.3 remains in effect unless and until removed in accordance with chapter 6.

10.6.5 If a dispute as to a proposed restriction is referred for resolution in accordance with chapter 6 and an arbitrator is appointed under 6.5, the arbitrator shall determine whether there is a conflict between the use of land by the proponent and the harvesting activities of Tłįchǫ Citizens, and if so, make an order confirming the nature, extent, duration and conditions of the restriction on the right of access under 10.5.1 or on the harvesting activities of Tłįchǫ Citizens required to allow the proposed use. A restriction confirmed by an order of an arbitrator shall be effective from the date ordered by the arbitrator.

RELATED CLAUSES: 1.1.1 ("harvesting"), Chapter 6, 6.3.1(c), 10.5.1

WILDLIFE HARVESTING RIGHTS **Sheet # 10-4**

PROJECT:	**Consultation with the Tłįchǫ Government prior to authorizing the commercial harvesting of fish or other wildlife in Mǫwhì Gogha Dè Nįįtłèè (NWT)**
RESPONSIBILITY:	Tłįchǫ Government (Tłįchǫ), applicant for permit for commercial harvesting of fish in Mǫwhì Gogha Dè Nįįtłèè (NWT) (applicant), Canada - Department of Fisheries and Oceans (DFO), Government of the Northwest Territories - Resources, Wildlife and Economic Development (RWED)

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Submit application to DFO or RWED for commercial harvesting of fish or other wildlife in Mǫwhì Gogha Dè Nįįtłèè (NWT)	applicant	prior to undertaking commercial harvesting of fish or other wildlife
2. Notify the Tłįchǫ of application for commercial harvesting of fish or other wildlife in Mǫwhì Gogha Dè Nįįtłèè (NWT), in sufficient form and detail to allow them to prepare their views on the matter; provide a reasonable period of time in which they may prepare their views on the matter, and provide an opportunity to present their views	DFO, RWED	following receipt of application, and prior to authorizing the activity, where such harvesting has not been permitted during the three-year period preceding the proposal to permit the new harvesting or before granting new or additional licenses
3. Review information provided and prepare and present views on the matter	Tłįchǫ	within reasonable period of time indicated in Activity 2
4. Give full and fair consideration to any views presented	DFO, RWED	after receiving views and before issuing permit
5. Make decision and inform the Tłįchǫ, in writing, of the decision	DFO, RWED	after giving full and fair consideration to views received

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
6. Issue the permit to the applicant, if the decision is to do so, taking into account views of the Tłįchǫ	DFO, RWED	at discretion, following consultation with the Tłįchǫ, or where such harvesting has been permitted during the preceding three-year period
7. Undertake commercial wildlife activities only as authorized by government	applicant	in accordance with terms of any authorization from DFO

OBLIGATIONS ADDRESSED:

10.7.1 Government shall consult the Tłįchǫ Government before authorizing the commercial harvesting of fish or other wildlife in Mǫwhì Gogha Dè Nįįtłèè (NWT), if such harvesting has not been permitted during the three-year period preceding the proposal to permit the new harvesting, or before granting new or additional licenses for the commercial harvesting of fish or other wildlife in Mǫwhì Gogha Dè Nįįtłèè (NWT).

RELATED CLAUSES: 1.1.1 ("harvesting"), 10.1.1, 10.7.3, 10.7.4, 12.10.2

WILDLIFE HARVESTING RIGHTS **Sheet # 10-5**

PROJECT: **Commercial wildlife activities on Tłı̨chǫ lands**

RESPONSIBILITY: Tłı̨chǫ Government (Tłı̨chǫ), person wishing to harvest wildlife for commercial purposes

PARTICIPANT / LIAISON: Government of the Northwest Territories - Resources, Wildlife and Economic Development

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Authorize harvesting of free-roaming muskox or bison or authorize commercial activities related to other species, on Tłı̨chǫ lands, when licensed by government	Tłı̨chǫ	at discretion
2. Authorize harvesting of other species on Tłı̨chǫ lands where harvesting of such species has been authorized by government in Mǫwhì Gogha Dè Nı̨ı̨tłèè (NWT)	Tłı̨chǫ	at discretion
3. Seek authorization from Tłı̨chǫ for conducting commercial wildlife activities on Tłı̨chǫ land	person wishing to harvest wildlife for commercial purposes	prior to harvesting wildlife on Tłı̨chǫ lands
4. Consider request and notify applicant	Tłı̨chǫ	at discretion
5. Undertake commercial wildlife activities only as authorized by the Tłı̨chǫ	person wishing to harvest wildlife for commercial purposes	following and in accordance with terms of authorization from the Tłı̨chǫ

OBLIGATIONS ADDRESSED:

10.7.2 No person may harvest wildlife for commercial purposes on Tłı̨chǫ lands without the authorization of the Tłı̨chǫ Government.

10.7.3 Where government authorizes the commercial harvesting of a species of wildlife in Mǫwhì Gogha Dè Nı̨ı̨tłèè (NWT), the Tłı̨chǫ Government has the power to authorize the commercial harvesting of that species on Tłı̨chǫ lands.

10.7.4 The Tłįchǫ Government shall have the exclusive right to be licensed to

(a) commercially harvest free-roaming muskox or bison on Tłįchǫ lands;

(b) provide guiding services and harvesting opportunities on Tłįchǫ lands with respect to free-roaming muskox or bison; and

(c) conduct commercial activities, other than harvesting, with respect to species other than free-roaming muskox and bison, on Tłįchǫ lands,

and to assign any rights under such licences to others.

RELATED CLAUSES: 1.1.1 ("harvesting"), 10.7.1, 12.10.4

WILDLIFE HARVESTING RIGHTS **Sheet # 10-6**

PROJECT: **Lease of Crown land to the Tłı̨chǫ Government**

RESPONSIBILITY: Canada - Department of Indian Affairs and Northern Development - Northern Affairs Program (NAP), Tłı̨chǫ Government or its designate (Tłı̨chǫ)

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Request government to lease lands in Wek'èezhìı in order to allow the exercise of rights under a licence granted	Tłı̨chǫ	as required
2. Lease lands, at reasonable rent, to the Tłı̨chǫ or designate that are reasonably required, in the opinion of government, to exercise rights under licences granted	NAP	upon request

OBLIGATIONS ADDRESSED:

10.8.1 Government shall, upon request and at reasonable rent, lease such lands in Wek'èezhìı to the Tłı̨chǫ Government or its designate, as in the opinion of government are reasonably necessary to allow the exercise of the rights under any licences relating to wildlife held by that Government or its designate.

RELATED CLAUSES: 1.1.1 ("Crown lands")

WILDLIFE HARVESTING COMPENSATION **Sheet # 11-1**

PROJECT:	**Compensation for losses and damages related to wildlife harvesting caused by a project wholly or partly in Mǫwhì Gogha Dè Nı̨ı̨tłèè (NWT)**
RESPONSIBILITY:	Tłı̨chǫ Government (Tłı̨chǫ), Tłı̨chǫ Citizen, developer, mediator, arbitrator, parties
PARTICIPANT / LIAISON:	administrator

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Make best efforts to mitigate any losses or damage referred to in 11.2.1	Tłı̨chǫ or Tłı̨chǫ Citizen	as soon as potential loss or damage is known
2. Submit claim for compensation to developer in writing, if desired	Tłı̨chǫ or Tłı̨chǫ Citizen	as soon as actual loss or damage is known
3. Attempt to resolve the claim	Tłı̨chǫ or Tłı̨chǫ Citizen, developer	as soon as possible after submission of claim
4. Refer any dispute over compensation for resolution through mediation in accordance with chapter 6	Tłı̨chǫ or Tłı̨chǫ Citizen, developer	as desired, no earlier than 30 days from submission of claim
5. Seek to resolve dispute through mediation (see Sheet # 6-4 for mediation process)	mediator, parties	as agreed with the mediator
6. Refer the matter to arbitration in accordance with chapter 6, if unresolved through mediation	Tłı̨chǫ or Tłı̨chǫ Citizen, developer	as desired, after the completion of a mediation
7. Conduct arbitration (see Sheet # 6-5 for arbitration process) and make decisions and recommendations set out in 11.2.5	arbitrator	as established by the arbitrator

OBLIGATIONS ADDRESSED:

11.2.3 A Tłı̨chǫ Citizen and the Tłı̨chǫ Government shall make their best efforts to mitigate any losses or damage referred to in 11.2.1.

11.2.4 If agreement has not been reached between a developer and a Tłıchǫ Citizen or the Tłıchǫ Government with respect to a claim for compensation within 30 days of the submission of a claim in writing by the Tłıchǫ Citizen or the Tłıchǫ Government, either party may refer the dispute for resolution in accordance with chapter 6.

11.2.5 Following a reference under 11.2.4, if an arbitrator is appointed under 6.5, that arbitrator shall determine whether the developer is liable under 11.2.1 and, if so, what compensation to award, and may also

(a) provide for future review of the compensation award, if appropriate;

(b) recommend that the developer, the Tłıchǫ Citizen or the Tłıchǫ Government take or refrain from taking certain action in order to mitigate further loss or damage; and

(c) on review of a previous award, determine whether the developer, the Tłıchǫ Citizen or the Tłıchǫ Government has adopted any mitigative recommendations made under that previous award.

11.2.6 A Tłıchǫ Citizen or the Tłıchǫ Government that refers a dispute respecting a claim for compensation under this chapter for resolution in accordance with chapter 6, cannot exercise any right they might have otherwise had to resolve the dispute in a court.

11.2.7 Nothing in this chapter is intended to limit the ability of the Tłıchǫ Government to negotiate with a developer with respect to compensation for losses in relation to wildlife harvesting, including the process for settling and resolving claims. Any such agreement will be binding on Tłıchǫ Citizens.

RELATED CLAUSES: 1.1.1 ("developer"), 1.1.1 ("harvesting"), 1.1.1 ("project"), 6.4, 6.5, 10.1.1, 11.1.1 ("compensation"), 11.1.1 ("project"), 11.2.1, 11.2.2

WILDLIFE HARVESTING MANAGEMENT **Sheet # 12-1**

PROJECT:	**Establishment of the Wek'èezhìı Renewable Resources Board**
RESPONSIBILITY:	Canada, Canada - Department of Indian Affairs and Northern Development - Implementation Management (IM), Canada - Canadian Wildlife Service (CWS), Canada - Department of Fisheries and Oceans (DFO), Government of the Northwest Territories (GNWT), GNWT - Resources, Wildlife and Economic Development (RWED), Dogrib Treaty 11 Council or Tłįchǫ Government (Tłįchǫ), Wek'èezhìı Renewable Resources Board (Board), representatives of any other Aboriginal people who are eligible under any agreement under 2.7.3 or 2.7.4 (other Aboriginal people)

ACTIVITIES		**RESPONSIBILITY**	**TIMING GUIDELINES**
1.	Identify potential appointees to the Board and provide other Parties with the names, in sufficient form and detail to allow them to prepare their views on the matter; provide a reasonable period of time in which they may prepare their views on the matter, and provide an opportunity to present their views	Tłįchǫ, RWED, DFO, CWS, other Aboriginal people	prior to effective date, following discussions with other parties
2.	Review information provided and prepare and present views on the matter	Tłįchǫ, RWED, DFO, CWS, other Aboriginal people	within reasonable period of time indicated in Activity 1
3.	Give full and fair consideration to any views presented	Tłįchǫ, RWED, DFO, CWS, other Aboriginal people	after receiving views and before finalizing choices
4.	Make decision and inform the other Parties, in writing, of the decision	Tłįchǫ, RWED, DFO, CWS, other Aboriginal people	after giving full and fair consideration to views received
5.	Establish Board	Canada, GNWT, Tłįchǫ	on effective date
6.	Appoint at least two Board members, or up to four Board members, in the absence of any other eligible authorities	Tłįchǫ	as soon as possible following effective date

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
7. Appoint two Board members each	IM, RWED	as soon as possible following effective date
8. Provide Board members with various documentation required to fulfil their duties	Tłı̨chǫ, RWED, DFO, CWS, IM	upon appointment
9. Begin operations	Board	after quorum has been appointed
10. Nominate chairperson	Board	as soon as possible following appointment of Board members
11. Appoint the Chairperson	jointly by Tłı̨chǫ, IM and RWED, other Aboriginal people	as soon as possible following nomination
12. Select and appoint replacement members through the same process identified in Activities 1 to 4, including replacement for Chairperson, if selected from original appointees	Tłı̨chǫ, other Aboriginal people, RWED or DFO / CWS / IM	following selection of Chairman and ongoing

OBLIGATIONS ADDRESSED:

12.1.2 A board to be known as the Wek'èezhìı Renewable Resources Board is hereby established, as an institution of public government, to perform the functions of wildlife management set out in the Agreement, in Wek'èezhìı. The Board shall act in the public interest.

12.2.1 The Wek'èezhìı Renewable Resources Board shall have an odd number of members not exceeding nine, one of whom shall be the chairperson.

12.2.2 Excluding the chairperson,

(a) 50 percent of the members of the Wek'èezhìı Renewable Resources Board shall be appointed by government; and

(b) 50 percent of the members of the Wek'èezhìı Renewable Resources Board shall be appointed by the Tłı̨chǫ Government subject to any agreement between the Tłı̨chǫ Government and another Aboriginal people, including an agreement under 2.7.3 or 2.7.4.

12.2.3 The authorities entitled to appoint members to the Wek'èezhìı Renewable Resources Board shall consult with each other before making their appointments.

12.2.4 The chairperson shall be nominated by the other members of the Wek'èezhìı Renewable Resources Board and appointed jointly by the authorities entitled to appoint members of the Board. The members may nominate one of themselves or any other person.

RELATED CLAUSES: 2.7.3, 2.7.4, 12.2.5, 12.2.6, 12.2.7, 12.2.8, 12.2.9, 12.13.3

FUNDING:

1. Funding for the Wek'èezhìı Renewable Resources Board is identified in Sheet # 12-2.

PLANNING ASSUMPTIONS:

1. The nominees of the appointing authorities may decide to undertake selection of the first chairperson prior to effective date, rather than wait for the Board to be first established through settlement legislation
2. Joint appointment of the Chairperson will require confirmation among the appointing authorities , in writing, in accordance with their internal processes.

WILDLIFE HARVESTING MANAGEMENT **Sheet # 12-2**

PROJECT: **Operation of the Wek'èezhìı Renewable Resources Board**

RESPONSIBILITY: Canada - Department of Indian Affairs and Northern Development - Implementation Management (IM), Wek'èezhìı Renewable Resources Board (Board)

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Provide the Board with copies of applicable Government of Canada Treasury Board Guidelines	IM	upon initial appointment of Board, or upon request of any Board member
2. Prepare and submit an annual budget to IM, except as provided for in 12.3.2	Board	at least 45 days prior to the beginning of a fiscal year
3. Approve budget as submitted, or as varied	IM	within 45 days of receipt
4. Subject to approved budget and Treasury Board guidelines, engage staff, professional and technical advisors and consultants necessary to conduct the official business of the Board	Board	as required
5. Pass by-laws regarding meetings of the Board and regarding the establishment and operation of committees of the Board	Board	as necessary
6. Make rules regarding consultations, and generally respecting the conduct of any business before the Board	Board	as necessary
7. If any such rules are adopted, make them public	Board	within a reasonable time after the rules are adopted
8. Establish and maintain public files for reports, research papers and data and for its determinations and recommendations	Board	as soon as possible following establishment of the Board and ongoing

OBLIGATIONS ADDRESSED:

12.3.2 The Wek'èezhìı Renewable Resources Board shall prepare an annual budget and submit it to government, except that the budget for the first year of operation shall be as set out in the Implementation Plan. The requirement for an annual budget does not prevent government from providing multi-year funding to the Board. Government may approve the budget as submitted or vary it and approve it as varied. The expenses of the Board incurred in accordance with its approved budget shall be a charge on government. The budget shall provide for funds reasonably required to fulfill the mandate of the Board and shall be in accordance with the Government of Canada's Treasury Board guidelines.

12.3.3 The budget of the Wek'èezhìı Renewable Resources Board may provide for

(a) remuneration and travel expenses for attendance of Board members at Board and committee meetings;

(b) the expenses of public hearings and meetings;

(c) the costs of research, public education and other programs as may be approved by government from time to time; and

(d) the expenses of staff, advisors and consultants and of the operation and maintenance of the office.

12.3.4 The Wek'èezhìı Renewable Resources Board shall have, subject to its approved budget, such staff, professional and technical advisors and consultants as are necessary for the proper conduct of its affairs.

12.3.5 The Wek'èezhìı Renewable Resources Board may make by-laws respecting

(a) the calling of meetings of the Board and the conduct of its business at its meetings; and

(b) the establishment of special and standing committees of the Board, the delegation of duties to such committees and the fixing of quorums for meetings of such committees.

12.3.6 The Wek'èezhìı Renewable Resources Board may make rules respecting consultations to be conducted by it, the procedure for making applications, representations and complaints to it, including the conduct of hearings before it, and generally respecting the conduct of any business before it. The Board shall publish any such rules.

12.3.11 The Wek'èezhìı Renewable Resources Board shall establish and maintain a public file for reports, research papers and data received by the Board and for its determinations and recommendations, except that any material furnished on a confidential basis shall not be made public without the consent of the originator.

RELATED CLAUSES: 12.1.2, 12.4.5

FUNDING:

1. Identified funding, Wek'èezhìı Renewable Resources Board:

(2002 constant dollars)

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
562,685	502,372	502,372	502,372	502,372	502,372	502,372	502,372	502,372	502,372

2. The detailed cost and worksheet notes for the Wek'èezhìı Renewable Resources Board are attached for reference purposes. They were developed for the purpose of estimating the funding to be provided to the Board, and it is not intended that the Board shall be constrained to any particular line item.

3. Identified funding, Wildlife Studies Fund:

Year 1
$2,500,000 (current dollars)

4. Refer to Annex D for conditions related to the funding identified for the Wildlife Studies Fund.

PLANNING ASSUMPTIONS:

1. Annual budget submissions should be sent to the following:

Director
Implementation Management Directorate
Implementation Branch
Claims and Indian Government
Department of Indian Affairs and Northern Development
Les Terrasses de la Chaudière
Room 1550, 25 Eddy Street
Hull, Québec
Postal Address: Ottawa, ON K1A 0H4

2. When developing its rules for consultation, the Wek'èezhìı Renewable Resources Board will follow the definition of "consultation" included in Chapter 1 of the Agreement.

COST WORKSHEET - Wek'èezhìi RENEWABLE RESOURCES BOARD

Project: Wek'èezhìi Renewable Resources Board										2002 constant dollars
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
BOARD -										
Honoraria Chairperson	10,400	7,800	7,800	7,800	7,800	7,800	7,800	7,800	7,800	7,800
Members (8)	57,600	43,200	43,200	43,200	43,200	43,200	43,200	43,200	43,200	43,200
Travel	22,400	16,800	16,800	16,800	16,800	16,800	16,800	16,800	16,800	16,800
Meals & incidentals	13,692	9,519	11,718	11,718	11,718	11,718	11,718	11,718	11,718	9,519
Accommodations	20,160	15,120	15,120	15,120	15,120	15,120	15,120	15,120	15,120	15,120
Meeting rooms	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500
Training	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
STAFF-										
Director	62,500	62500	62,500	62500	62,500	62,500	62,500	62500	62500	62,500
Biologist	60,000	60,000	60000	60,000	60,000	60,000	60,000	60,000	60000	60,000
Other professional	50,000	50,000	50000	50,000	50,000	50,000	50,000	50,000	50000	50000
Other junior staff'	36,000	36,000	36000	36,000	36,000	36,000	36,000	36,000	36,000	36,000
Office Manager	45,000	45,000	45,000	45000	45,000	45,000	45,000	45,000	45,000	45000
Benefits (19.5% of Salaries)	49,433	49,433	49,433	49433	49,433	49,433	49,433	49,433	49,433	49433
Professional Development (2% of Salaries)	5,070	5,070	5,070	5070	5,070	5,070	5,070	5,070	5,070	5070
Travel	2,400	2,400	2,400	2,400	2400	2,400	2,400	2,400	2,400	2400
Meals & incidentals	1360	1360	1360	1360	1360	1360	1360	1360	1360	1360
Accommodations	2160	2,160	2,160	2,160	2,160	2,160	2,160	2,160	2160	2160
OFFICE / SUPPLIES / EQUIPMENT -										
Rent	37,660	37,660	37,660	37,660	37,660	37660	37660	37660	37,660	37660
Office supplies / postage	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3000	3,000	3000
Phone / fax / e-mail	6,000	6,000	6,000	6,000	6,000	6,000	6000	6,000	6,000	6000
Photocopier	6,600	6,600	6,600	6,600	6,600	6,600	6,600	6,600	6,600	6600
Computer / printer / software	12,500									
Journals / Library	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1250	1,250	1250
Furniture	15,000									
Meeting room	4,000									
Insurance (contents)	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1000	1000
Miscellaneous (up-grading)		2,000	2,000	2,000	2,000	2,000	2,000	2,000	2000	2000
GENERAL										
Audit	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5000	5,000	5000
Translation	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5000
Public hearings / meetings / consultations	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10000
Public education	5000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5000
Other expertise (legal / professional)	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
	562,685	502,372	502,372	502,372	502,372	502,372	502,372	502,372	502,372	502,372

COST WORKSHEET NOTES

Wek'èezhìı Renewable Resources Board

- Honoraria for Chairperson: $325 per day
- Honoraria for Members: $225 per day
- Committee meetings on basis of:
    - Year 1 8 meetings, 2 days duration, plus 1 day each for preparation and travel
    - On-going 6 meetings, 2 days duration, plus 1 day each for preparation and travel
- Travel costed on basis of 7 persons travelling between Tłįchǫ communities
- Travel costs averaged at $300 for return flights (Yellowknife to interior communities) and $100 if driving (Rae to Yellowknife)
- Meal allowance for persons on travel status at federal northern rate of $58.25 per day
- Meeting expenses based on three days' meals (includes travel day) and three nights accommodation per meeting
- Incidental allowance for persons on travel status at federal rate of $17.30 per day
- Accommodations for persons on travel status averaged at $120 per night
- Meeting room costs estimated at $250 per day
- Meeting rooms costed on the basis of 3 meetings of 2 days each, outside of office
- Training to be provided to members in conjunction with a regular meeting
- Travel for staff costed on basis of two staff travelling to 3 board meetings outside of office
- Rent based on 134.5 sq. m. @ $280 per year per sq. m.
- Office supplies / postage based on $600 per employee
- Phone / fax / e-mail based on $1,200 per employee
- Computer / printer / software purchase based on $2,500 per employee
- Office furniture based on $3,000 per employee
- Meeting room furniture costed at $4,000
- Insurance for contents estimated at $1,000
- Journals / Library based on $250 per employee
- Miscellaneous includes up-grading or replacement of furniture, equipment, computers, software, etc.
- Other expertise (legal / professional) includes expertise re plants and trees

WILDLIFE HARVESTING MANAGEMENT **Sheet # 12-3**

PROJECT: **Wek'èezhìı Renewable Resources Board public hearings and consultation**

RESPONSIBILITY: Wek'èezhìı Renewable Resources Board (Board)

PARTICIPANT / LIAISON: Tłı̨chǫ Government (Tłı̨chǫ), Government of the Northwest Territories - Resources, Wildlife and Economic Development, Canada - Canadian Wildlife Service, Canada - Department of Fisheries and Oceans, Tłı̨chǫ community representatives, representatives of other Aboriginal peoples, the public

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Consult with government, the Tłı̨chǫ, representatives of other Aboriginal peoples, Tłı̨chǫ community representatives, and the public	Board	as required
2. Hold informal meetings or public hearings, as provided for in Sheet # 12-7	Board	as determined by the Board

OBLIGATIONS ADDRESSED:

12.3.9 The Wek'èezhìı Renewable Resources Board may consult with government, the Tłı̨chǫ Government, representatives of other Aboriginal peoples, Tłı̨chǫ community representatives and the public and may do so by any means including informal meetings or public hearings.

12.3.10 A public hearing may be held by the Wek'èezhìı Renewable Resources Board where the Board is satisfied that such a hearing is desirable. A public hearing shall be held when the Board intends to recommend or determine a total allowable harvest level in respect of a population or stock of wildlife which has not been subject to a total allowable harvest level within the previous two years. A public hearing may be held at such place or places in Mǫwhì Gogha Dè Nı̨ıtłèè (NWT) as the Board may designate.

RELATED CLAUSES: 1.1.1 ("consultation"), 12.3.11

WILDLIFE HARVESTING MANAGEMENT **Sheet # 12-4**

PROJECT: **Powers of the Wek'èezhìı Renewable Resources Board**

RESPONSIBILITY: Wek'èezhìı Renewable Resources Board (Board), Tłı̨chǫ Government (Tłı̨chǫ), Government of the Northwest Territories - Resources, Wildlife and Economic Development (RWED), Canada - Canadian Wildlife Service (CWS), Canada - Department of Fisheries and Oceans (DFO)

PARTICIPANT / LIAISON: Tłı̨chǫ Citizens

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. When exercising the powers of the Board as set out in the agreement, including its primary powers as listed in 12.4.1, the Board will take into account the requirements set out in 12.1.5 and 12.1.6	Board	ongoing, when exercising their powers
2. Monitor and research wildlife harvesting	Board	as required
3. Develop and conduct public education programs	Board	as required
4. Inform the Tłı̨chǫ when plans are made to conduct wildlife research or harvest studies wholly or partly in Wek'èezhìı or Mǫwhì Gogha Dè Nı̨ıtłèè (NWT), and ask whether and how they would like to be involved in those studies	RWED, CWS, DFO, Board	as agreed between the Tłı̨chǫ and RWED, CWS or the Board
5. Involve, to the greatest extent possible, the Tłı̨chǫ and Tłı̨chǫ Citizens in the wildlife research or harvesting study project	RWED, CWS, DFO, Board	as required
6. Assign powers to the Board, relating to wildlife harvesting, including enforcement	Tłı̨chǫ, RWED, CWS, DFO	upon agreement, following discussions with the Board
7. Exercise powers assigned to it by a Party relating to wildlife harvesting including enforcement	Board	as assigned, when the budget allows

OBLIGATIONS ADDRESSED:

12.4.1 The primary powers of the Wek'èezhìı Renewable Resources Board are those respecting

(a) wildlife management, as described in 12.5, 12.6 and 12.7;

(b) commercial activities relating to wildlife, as described in 12.10;

(c) forest management, as described in 13.4;

(d) plant management, as described in 14.4; and

(e) protected areas, as described in chapter 16.

12.4.2 The Wek'èezhìı Renewable Resources Board may, to the extent provided by its approved budget,

(a) monitor wildlife harvesting in Wek'èezhìı and collect data and conduct or participate in research in relation to such harvesting; and

(b) develop and conduct public education programs respecting wildlife harvesting in Wek'èezhìı and the management thereof.

12.4.3 Wildlife research and harvesting studies conducted wholly or partly in Wek'èezhìı or Mǫwhì Gogha Dè Nı̨ıtłèè (NWT) by government or by the Wek'èezhìı Renewable Resources Board or with government assistance shall directly involve the Tłı̨chǫ Government and Tłı̨chǫ Citizens to the greatest extent possible and that Government and those Citizens shall cooperate in and assist government or the Board in the context of such research studies.

12.4.4 The Wek'èezhìı Renewable Resources Board may, to the extent provided by its approved budget, exercise any other powers relating to wildlife harvesting, including those respecting enforcement, assigned to it by a Party.

12.4.5 The Wek'èezhìı Renewable Resources Board may enter into an agreement with government, or any other entity or person, to receive money to be used by the Board for any purpose described under 12.4.2.

RELATED CLAUSES: 12.1.5, 12.1.6, 12.5, 12.6, 12.7, 12.10, 13.4, 14.4, chapter 16

FUNDING:

1. Funding for the Wildlife Studies Fund is identified in Sheet # 12-2.

PLANNING ASSUMPTIONS:

1. It is intended that the Wek'èezhìı Renewable Resources Board and government departments and agencies work in close collaboration, and exchange full information on their policies, programs and research.

2. If a Party wishes to assign a power to the Wek'èezhìı Renewable Resources Board, it will be through a negotiated agreement, including provision of any necessary resources required by the Board to fulfil that responsibility.

3. Except where expressly agreed by the Parties, nothing in the traditional knowledge provisions of sections 12.1.6, 13.1.6, and 14.1.4, which are intended to be implemented through programs and policies of the Government of the Northwest Territories in place from time to time, shall create or imply any financial obligation on the Government of the Northwest Territories.

WILDLIFE HARVESTING MANAGEMENT **Sheet # 12-5**

PROJECT: **Wek'èezhìı Renewable Resources Board review of Parties' proposed wildlife management actions in Wek'èezhìı**

RESPONSIBILITY: Tłı̨chǫ Government (Tłı̨chǫ), Government of the Northwest Territories - Resources, Wildlife and Economic Development (RWED), Canada - Canadian Wildlife Service (CWS), Canada - Department of Fisheries and Oceans (DFO), Party, Wek'èezhìı Renewable Resources Board (Board), body with powers to manage any aspect of the proposal, any person or groups being consulted

PARTICIPANT / LIAISON: body with powers over a National Park

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Identify types of actions that do not need to be reviewed	Board	at discretion
2. Take any action for the management of wildlife, in an emergency, without waiting for a determination or recommendation of the Board, and notify the Board and the other Parties as soon as possible, with reasons for taking such action	RWED, CWS, DFO, Tłı̨chǫ	as required
3. Notify any other Party, or body with powers to manage any aspect of a wildlife management proposal, of a proposal for wildlife management as listed in 12.5.1, in sufficient form and detail to allow that party to prepare its views on the matter; provide a reasonable period of time in which they may prepare their views on the matter, and provide an opportunity to present their views	RWED, CWS, DFO, Tłı̨chǫ	prior to submitting proposal to the Board
4. Review information provided and prepare and present views on the matter	RWED, CWS, DFO, Tłı̨chǫ, body with powers to manage any aspect of a proposal	within reasonable period of time indicated in Activity 3

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
5. Give full and fair consideration to any views presented	RWED, CWS, DFO, Tłįchǫ	after receiving views, and before taking action to manage wildlife
6. Make decision to submit proposal to the Board for approval	RWED, CWS, DFO, Tłįchǫ	after giving full and fair consideration to any views presented
7. Submit proposals which affect management of wildlife to the Board, indicating any specific period of time by which a decision is required	RWED, CWS, DFO, Tłįchǫ	in accordance with decision
8. Review proposals submitted	Board	as required
9. Notify the Party that submitted the proposal and any other parties referred to in 12.5.4 of the proposal being reviewed, in sufficient form and detail to allow them to prepare their views on the matter; provide a reasonable period of time in which they may prepare their views on the matter, and provide an opportunity to present their views	Board	when reviewing proposals
10. Review information provided and prepare and present views on the matter	Party and any person or groups being consulted	within reasonable period of time indicated in Activity 9
11. Give full and fair consideration to any views presented	Board	after receiving views and before making a final decision on the proposal
12. Make decision and inform the Party and any other person or group consulted of the decision	Board	after giving full and fair consideration to views received

OBLIGATIONS ADDRESSED:

12.5.1 A Party shall, before taking any action for management of wildlife in Wek'èezhìı, including such actions as set out in a management plan, submit its proposals to the Wek'èezhìı Renewable Resources Board for review under 12.5.4. These proposals may include provisions respecting such matters as protection or enhancement of habitat, research, identification and reporting requirements, monitoring, total allowable harvest levels, limitations on methods of harvesting and other limitations on harvesting activities, allocations of any total allowable harvest levels, designation of species or stocks at risk and identification of lands where harvesting or access for harvesting is prohibited for safety purposes. The Board may identify types of actions that need not be sent to it for review. In preparing any proposal, a Party shall consult with any other Party or other body with powers to manage any aspect of the proposal.

12.5.2 12.5.1 does not prevent a Party from establishing identification requirements in relation to wildlife harvested, harvesters or persons in possession of wildlife without first submitting them as proposals to the Wek'èezhìı Renewable Resources Board for review under 12.5.4. In order to facilitate co-ordination, each Party shall consult with the other Parties before establishing such identification requirements.

12.5.3 Any wildlife management plans, limits on wildlife harvesting or regulations respecting wildlife harvesting or other wildlife activities in existence before the effective date remain in effect until replaced, amended or removed under 12.5.

12.5.4 The Wek'èezhìı Renewable Resources Board shall review a proposal submitted to it under 12.5.1 or 12.11.2. Before making its determination or recommendation under 12.5.5, the Board shall consult with the Party that submitted the proposal and with any other Party or body with powers to manage any aspect of the proposal, including any body with management powers over a national park and, in the case of a proposal respecting wildlife that migrates between Wek'èezhìı and another area, any body with authority over that wildlife in that other area, with a view to harmonizing the proposal with the actions of such other bodies. If a Party wishes the Board to make its determination or recommendation within a particular period of time, it shall specify that period when submitting its proposal.

12.5.14 Notwithstanding 12.5.1, a Party may, to the extent of its powers under legislation or Tłı̨chǫ laws, take any action for the management of wildlife in Wek'èezhìı, in an emergency, without waiting for a determination or recommendation of the Wek'èezhìı Renewable Resources Board, but if it does so the Party shall notify the Board and the other Parties as soon as possible, with reasons for taking such action.

RELATED CLAUSES: 12.3.9, 12.5.5, 12.11.2

WILDLIFE HARVESTING MANAGEMENT **Sheet # 12-6**

PROJECT: **Wek'èezhìı Renewable Resources Board determination or recommendations with respect to proposed management actions**

RESPONSIBILITY: Wek'èezhìı Renewable Resources Board (Board), Tłı̨chǫ Government (Tłı̨chǫ), Government of the Northwest Territories - Resources, Wildlife and Economic Development (RWED), Canada - Canadian Wildlife Service (CWS), Canada - Department of Fisheries and Oceans (DFO)

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Hold public hearings when the Board intends to recommend or determine a total allowable harvest level for Wek'èezhìı in respect of a population or stock of wildlife which has not been subject to a total allowable harvest level within the previous two years, or as otherwise deemed appropriate	Board	as appropriate
2. Consider a proposal on a total allowable harvest level, except for fish, and make a final determination	Board	after considering any proposal submitted
3. Consider a proposal on allocation of portions of any total allowable harvest to groups of persons or for specified purposes, and make a final determination	Board	as required
4. Consider a proposal on a management plan for the Bathurst caribou herd, and make a final determination	Board	as required
5. Consider other proposals with respect to their application in Wek'èezhìı as submitted, and make recommendations on their implementation, recommend revisions to them, or recommend they not be implemented	Board	as required

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
6. Forward a determination or recommendation under 12.5.5, to each Party with powers under its laws to implement the determination or recommendation, and give public notice of the Board's determinations and recommendations in accordance with Sheet # 12-9	Board	within a reasonable period after a determination or recommendation has been made
7. Exercise powers in accordance with 12.6 and 12.7, without the Board's determination or recommendation, where the Board fails to make a determination or recommendation under 12.5.5 within any reasonable period of time specified by the Party that submitted the proposal	Tłı̨chǫ, RWED, CWS, DFO	in the absence of a determination or recommendation from the Board, only after any reasonable period of time specified by the Party that submitted the proposal

OBLIGATIONS ADDRESSED:

12.3.10 A public hearing may be held by the Wek'èezhìı Renewable Resources Board where the Board is satisfied that such a hearing is desirable. A public hearing shall be held when the Board intends to recommend or determine a total allowable harvest level in respect of a population or stock of wildlife which has not been subject to a total allowable harvest level within the previous two years. A public hearing may be held at such place or places in Mǫwhì Gogha Dè Nı̨ıtłèè (NWT) as the Board may designate.

12.5.5 The Wek'èezhìı Renewable Resources Board shall

(a) make a final determination, in accordance with 12.6 or 12.7, in relation to a proposal
  (i) regarding a total allowable harvest level for Wek'èezhìı, except for fish,
  (ii) regarding the allocation of portions of any total allowable harvest levels for Wek'èezhìı to groups of persons or for specified purposes, or
  (iii) submitted under 12.11.2 for the management of the Bathurst caribou herd with respect to its application in Wek'èezhìı; and

(b) in relation to any other proposal, including a proposal for a total allowable harvest level for a population or stock of fish, with respect to its application in Wek'èezhìı recommend implementation of the proposal as submitted or recommend revisions to it, or recommend it not be implemented.

12.5.13 If the Wek'èezhìı Renewable Resources Board fails to make a determination or recommendation under 12.5.5 within any reasonable period of time specified by the Party that submitted the proposal, the Party may, to the extent of its powers under legislation or Tłįchǫ laws, and in accordance with 12.6 and 12.8,

(a) where it is a proposal in respect of which the Board can make a final determination, make the final determination in place of the Board; and

(b) where it is a proposal in respect of which the Board can make a recommendation, exercise those powers without the Board's recommendation.

RELATED CLAUSES: 12.5.8, 12.6, 12.8, 12.11.2

WILDLIFE HARVESTING MANAGEMENT **Sheet # 12-7**

PROJECT: **Discretionary recommendations and determinations by the Wek'èezhìı Renewable Resources Board on harvest management in Wek'èezhìı**

RESPONSIBILITY: Wek'èezhìı Renewable Resources Board (Board), Tłįchǫ Government (Tłįchǫ), Government of the Northwest Territories - Resources, Wildlife and Economic Development (RWED), Canada - Canadian Wildlife Service (CWS), Canada - Department of Fisheries and Oceans (DFO), body with powers to manage any aspect of the subject matter

	ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1.	Notify any Party or body with powers to manage any aspect of the subject matter of a recommendation or determination of the Board which is to be made without a proposal being received, in sufficient form and detail to allow them to prepare their views on the matter; provide a reasonable period of time in which they may prepare their views on the matter, and provide an opportunity to present their views	Board	at discretion, prior to making a recommendation or determination in relation to the matters in 12.5.6, in the absence of a submitted proposal
2.	Review information provided and prepare and present views on the matter	Tłįchǫ, RWED, DFO, CWS or body with powers to manage any aspect of the subject matter	within reasonable period of time indicated in Activity 1
3.	Give full and fair consideration to any views presented	Board	after receiving views, and before making the recommendation or determination
4.	Make a decision on the recommendation or determination	Board	after giving full and fair consideration to views received
5.	Recommend actions for management of harvesting under 12.5.6 (a) of the agreement	Board	on a timely basis, in accordance with their decision

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
6. Make determinations on total allowable harvest under 12.5.6 (b) of the agreement	Board	on a timely basis, in accordance with their decision
7. Make determinations on the allocation of total allowable harvest under 12.5.6 (c) of the agreement	Board	on a timely basis, in accordance with their decision
8. Forward a determination or recommendation under 12.5.6, to each Party with powers under its laws to implement the determination or recommendation, and give public notice of the Board's determinations and recommendations in accordance with Sheet # 12-9	Board	within a reasonable period after a determination or recommendation has been made

OBLIGATIONS ADDRESSED:

12.5.6 The Wek'èezhìı Renewable Resources Board may, without waiting for a proposal from a Party, make the following recommendations or determinations, after consulting with any Party or body with powers to manage any aspect of the subject matter of its recommendation or determination:

(a) recommend actions for management of harvesting in Wek'èezhìı, including
  (i) a total allowable harvest level for any population or stock of fish,
  (ii) harvest quotas for wildlife or limits as to location, methods, or seasons of harvesting wildlife, or
  (iii) the preparation of a wildlife management plan;

(b) determine a total allowable harvest level for any population of wildlife in Wek'èezhìı, except for fish, in accordance with 12.6; and

(c) determine the allocation of any total allowable harvest levels to groups of persons or for specified purposes, in accordance with 12.7.

RELATED CLAUSES: 12.5.8, 12.6, 12.7, 12.10.1

WILDLIFE HARVESTING MANAGEMENT **Sheet # 12-8**

PROJECT:	**Review of the exercise of harvesting rights by the Wek'èezhìı Renewable Resources Board**
RESPONSIBILITY:	Wek'èezhìı Renewable Resources Board (Board), Tłı̨chǫ Government (Tłı̨chǫ), Government of the Northwest Territories - Resources, Wildlife and Economic Development (RWED), Canada - Canadian Wildlife Service (CWS), Canada - Department of Fisheries and Oceans (DFO)

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Request a Board review concerning exercise of harvesting rights under 10.1.1, 10.3, 10.4, 13.2, and 14.2	Tłı̨chǫ, CWS, DFO, RWED	at discretion
2. Conduct review of exercise of rights	Board	as soon as practicable following request by Party
3. Recommend measures to be taken to prevent the use or consumption of wildlife, trees or plants inconsistent with the way in which rights under 10.1.1, 10.3, 10.4, 13.2, and 14.2 are being exercised	Board	after review
4. Forward a recommendation under 12.5.7, to each Party with powers under its laws to implement the recommendation, and give public notice of the Board's recommendations in accordance with Sheet # 12-9	Board	within a reasonable period after a recommendation has been made

OBLIGATIONS ADDRESSED:

12.5.7 The Wek'èezhìı Renewable Resources Board shall, at the request of a Party, review the way in which rights under 10.1.1, 10.3, 10.4, 13.2, and 14.2 are being exercised and recommend measures to be taken to prevent the use or consumption of wildlife, trees or plants in a manner inconsistent with those provisions.

RELATED CLAUSES: 1.1.1 ("harvesting"), 10.1.1, 10.3, 10.4; 12.3.11, 12.5.5; 12.5.6; 12.5.8, 12.5.9, 12.5.11, 13.2; 14.2

WILDLIFE HARVESTING MANAGEMENT

Sheet # 12-9

PROJECT: **Implementation of determination or recommendation of the Wek'èezhìı Renewable Resources Board by Parties following review of proposed wildlife management actions**

RESPONSIBILITY: Wek'èezhìı Renewable Resources Board (Board), Tłįchǫ Government (Tłįchǫ), Canada - Canadian Wildlife Service (CWS), Government of the Northwest Territories - Resources, Wildlife and Economic Development (RWED)

	ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1.	Forward a determination or recommendation under 12.5.8, to each Party with powers under its laws to implement the determination or recommendation, and indicate the date by which a Party is expected to respond to or to implement them	Board	within a reasonable period after a determination or recommendation has been made
2.	Give public notice of the Board's determinations or recommendations	Board	after a determination or recommendation has been made
3.	Review Board recommendation and consult with any other Party or body with power to manage any aspect of the recommendation	Tłįchǫ, CWS, RWED	after receiving recommendation of Board
4.	Take into account the provisions of 12.1.5 and 12.1.6 when exercising powers and implementing Board recommendations and determinations	Tłįchǫ, CWS, RWED	as required
5.	Accept, reject or vary the Board's recommendation	Tłįchǫ, CWS, RWED	following consultation with other Party or body
6.	Give its decision in writing, with reasons for rejecting or varying the Board's recommendation	Tłįchǫ, CWS, RWED	as required
7.	Give public notice of its decision	Tłįchǫ, CWS, RWED	within a reasonable time after a decision has been made

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
8. Implement decision	Tłįchǫ, CWS, RWED	as required

OBLIGATIONS ADDRESSED:

12.5.8 The Wek'èezhìı Renewable Resources Board shall forward its determination or recommendation under 12.5.5, 12.5.6, 12.5.7, 13.4.1 or 14.4.1 with written reasons to each Party with powers under its laws to implement the determination or recommendation, indicating the date by which a Party is expected to respond to or implement them, and give public notice of these determinations and recommendations.

12.5.11 Each Party with power under its laws to implement a recommendation of the Wek'èezhìı Renewable Resources Board made under 12.5.5, 12.5.6, 12.5.7, 13.4.1, or 14.4.1 shall accept, reject or vary such recommendations. In making its decision, each Party shall consult with any other Party or body with power to manage any aspect of the recommendation. Where a Party rejects or varies any recommendation received from the Board, it shall give its decision in writing, with reasons, to the Board and to the other Parties, and shall give public notice of that decision.

12.5.12 Each Party shall, to the extent of its power under legislation or Tłįchǫ laws, establish or otherwise implement

(a) a determination of the Wek'èezhìı Renewable Resources Board under 12.5.5 or 12.5.6; and

(b) any recommendation of the Board as accepted or varied by it.

RELATED CLAUSES: 12.1.5, 12.1.6, 12.5.5, 12.5.6, 12.5.7, 12.5.13, 12.5.14, 13.4.1, 14.4.1

WILDLIFE HARVESTING MANAGEMENT **Sheet # 12-10**

PROJECT:	**Limits to harvesting in Wek'èezhìı**
RESPONSIBILITY:	Wek'èezhìı Renewable Resources Board (Board)
PARTICIPANT / LIAISON:	Tłı̨chǫ Citizens, members of an Aboriginal people with rights to harvest wildlife in Wek'èezhìı, Government of the Northwest Territories - Resources, Wildlife and Economic Development, Canada - Canadian Wildlife Service, Tłı̨chǫ Government

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Give priority to non-commercial harvesting over commercial harvesting when exercising powers to limit harvesting in Wek'èezhìı	Board	as required
2. Give priority to Tłı̨chǫ Citizens and members of an Aboriginal people with rights to harvest wildlife in Wek'èezhìı, then residents of the NWT and then non-residents, in that order, when exercising powers to limit harvesting in Wek'èezhìı, with respect to non-commercial harvesting	Board	as required

OBLIGATIONS ADDRESSED:

12.6.1 Subject to chapters 15 and 16, a total allowable harvest level for Wek'èezhìı or Mǫwhì Gogha Dè Nı̨ı̨tłèè (NWT) shall be determined for conservation purposes only and only to the extent required for such purposes.

12.6.2 Subject to 12.6.1 and chapters 15 and 16, limits may not be prescribed under legislation

(a) on the exercise of rights under 10.1.1 or 10.2.1 except for the purposes of conservation, public health or public safety; or

(b) on the right of access under 10.5.1 except for the purposes of safety.

12.6.3 Any limits referred to in 12.6.2 shall be no greater than necessary to achieve the objective for which they are prescribed, and may not be prescribed where there is any other measure by which that objective could reasonably be achieved if that other measure would involve a lesser limitation on the exercise of the rights.

12.6.4 For greater certainty, a Tłı̨chǫ Citizen does not have to obtain a licence from government to exercise rights under 10.1.1 or 10.3.

12.6.5 In exercising its powers in relation to limits on harvesting, the Wek'èezhìı Renewable Resources Board shall give priority to

(a) non-commercial harvesting over commercial harvesting; and

(b) with respect to non-commercial harvesting,
  (i) Tłı̨chǫ Citizens and members of an Aboriginal people, with rights to harvest wildlife in Wek'èezhìı, over other persons, and
  (ii) residents of the Northwest Territories over non-residents of the Northwest Territories other than persons described in (i).

RELATED CLAUSES: 1.1.1 ("harvesting"), 10.1.1, 10.2.1, 10.3, 10.4, 10.5.1, 12.4.2, 12.5.2, 12.5.5, 12.5.6, 12.7, 12.15.1, 12.15.2, chapter 15, chapter 16

WILDLIFE HARVESTING MANAGEMENT **Sheet # 12-11**

PROJECT: **Limits to harvesting in Wek'èezhìı or Mǫwhì Gogha Dè Nı̨ı̨tłèè (NWT)**

RESPONSIBILITY: Government of the Northwest Territories - Resources, Wildlife and Economic Development (RWED), Canada - Department of Fisheries and Oceans (DFO), Tłı̨chǫ Government (Tłı̨chǫ)

PARTICIPANT / LIAISON: Tłı̨chǫ Citizens, members of an Aboriginal people with rights to harvest wildlife in Mǫwhì Gogha Dè Nı̨ı̨tłèè, Wek'èezhìı Renewable Resources Board

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Give priority to non-commercial harvesting over commercial harvesting when exercising powers to limit harvesting in Wek'èezhìı or Mǫwhì Gogha Dè Nı̨ı̨tłèè (NWT)	Tłı̨chǫ, RWED, DFO	as required
2. Give priority to members of an Aboriginal people with rights to harvest wildlife in Wek'èezhìı or Mǫwhì Gogha Dè Nı̨ı̨tłèè (NWT), then residents of the NWT and then non-residents, in that order, when exercising powers to limit harvesting in Wek'èezhìı or Mǫwhì Gogha Dè Nı̨ı̨tłèè (NWT), with respect to non-commercial harvesting	Tłı̨chǫ, RWED, DFO	as required

OBLIGATIONS ADDRESSED:

12.6.1 Subject to chapters 15 and 16, a total allowable harvest level for Wek'èezhìı or Mǫwhì Gogha Dè Nı̨ı̨tłèè (NWT) shall be determined for conservation purposes only and only to the extent required for such purposes.

12.6.2 Subject to 12.6.1 and chapters 15 and 16, limits may not be prescribed under legislation

(a) on the exercise of rights under 10.1.1 or 10.2.1 except for the purposes of conservation, public health or public safety; or

(b) on the right of access under 10.5.1 except for the purposes of safety.

12.6.3 Any limits referred to in 12.6.2 shall be no greater than necessary to achieve the objective for which they are prescribed, and may not be prescribed where there is any other measure by which that objective could reasonably be achieved if that other measure would involve a lesser limitation on the exercise of the rights.

12.6.4 For greater certainty, a Tłįchǫ Citizen does not have to obtain a licence from government to exercise rights under 10.1.1 or 10.3.

12.6.6 In exercising their powers in relation to limits on harvesting, the Parties, in respect of Wek'èezhìı or Mǫwhì Gogha Dè Nįįtłèè (NWT), shall give priority to

(a) non-commercial harvesting over commercial harvesting; and

(b) with respect to non-commercial harvesting,
  (i) members of an Aboriginal people, with rights to harvest wildlife in Wek'èezhìı or Mǫwhì Gogha Dè Nįįtłèè (NWT), over other persons, and
  (ii) residents of the Northwest Territories over non-residents of the Northwest Territories other than persons described in (i).

RELATED CLAUSES: 1.1.1 ("harvesting"), 10.1.1, 10.2.1, 10.3, 10.4, 10.5.1, 12.4.2, 12.5.2, 12.5.5, 12.5.6, 12.6.5, 12.7, 12.15.1, 12.15.3, chapter 15, chapter 16

WILDLIFE HARVESTING MANAGEMENT **Sheet # 12-12**

PROJECT: **Allocation of total allowable harvest level by the Wek'èezhìı Renewable Resources Board in Wek'èezhìı**

RESPONSIBILITY: Wek'èezhìı Renewable Resources Board (Board)

PARTICIPANT / LIAISON: Government of the Northwest Territories - Resources, Wildlife and Economic Development, Canada - Canadian Wildlife Service, Canada - Department of Fisheries and Oceans, Tłı̨chǫ Government, Tłı̨chǫ First Nation (TFN), Tłı̨chǫ Citizens, other Aboriginal peoples

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Allocate a sufficient portion for the TFN to exercise its rights to harvest wildlife in Wek'èezhìı and allocate a sufficient portion for any other Aboriginal people to exercise its rights to harvest wildlife in Wek'èezhìı, taking into account the factors in 12.7.2	Board	when allocating a total allowable harvest level
2. If the total allowable harvest level is not sufficient for the TFN and the other Aboriginal peoples to exercise their rights, allocate the level equitably among them	Board	when making an allocation of the total allowable harvest level
3. Give priority to non-commercial harvesting, in accordance with 12.7.5(b), over commercial harvesting	Board	when allocating any total allowable harvest which remains after allocations to the DFN and other Aboriginal people

OBLIGATIONS ADDRESSED:

12.7.1 When the Wek'èezhìı Renewable Resources Board makes an allocation of a total allowable harvest level, it shall allocate

(a) a sufficient portion
 (i) for the Tłı̨chǫ First Nation to exercise its rights to harvest wildlife in Wek'èezhìı, and
 (ii) for any other Aboriginal people to exercise its rights to harvest wildlife in Wek'èezhìı; and

(b) portions of any remainder of the total allowable harvest level among other groups of persons or for other purposes.

12.7.2 When the Wek'èezhìı Renewable Resources Board makes an allocation under 12.7.1(a), it shall consider all relevant factors including, in particular,

(a) current and past usage patterns and harvest levels in the exercise of rights referred to in 12.7.1(a); and

(b) the availability of other populations of wildlife to meet the needs of the Tłįchǫ First Nation or the other Aboriginal people.

12.7.3 When the Wek'èezhìı Renewable Resources Board makes an allocation under 12.7.1(a), if the total allowable harvest level is not sufficient to allow the Tłįchǫ First Nation and any other Aboriginal peoples to exercise their rights to harvest wildlife in Wek'èezhìı, it shall allocate the level equitably among the Tłįchǫ First Nation and those peoples.

12.7.4 When the Wek'èezhìı Renewable Resources Board makes an allocation under 12.7.1(b), of any portion of a total allowable harvest level remaining after an allocation for the Tłįchǫ First Nation and for any other Aboriginal peoples, it shall consider all relevant factors including, in particular,

(a) demand for hunting and sport fishing by residents and non-residents of the Northwest Territories;

(b) demand for commercial harvesting in the Northwest Territories; and

(c) demand by lodge operators and outfitters in Wek'èezhìı.

12.7.5 When the Wek'èezhìı Renewable Resources Board makes an allocation under 12.7.1(b) of any portion of a total allowable harvest level remaining after an allocation for the Tłįchǫ First Nation and for other Aboriginal peoples, it shall give priority to

(a) non-commercial harvesting over commercial harvesting; and

(b) with respect to non-commercial harvesting,
   (i) residents of the Northwest Territories over non-residents of the Northwest Territories, and
   (ii) to the extent provided by legislation, residents of Wek'èezhìı who rely on wildlife from that area for food for themselves and their families over other persons.

RELATED CLAUSES: 1.1.1 ("harvesting"), 10.1.1, 12.5.5, 12.6.1, 12.6.2, 12.6.4, 12.6.5, 12.9.1, 12.15.1, 12.15.3

WILDLIFE HARVESTING MANAGEMENT **Sheet # 12-13**

PROJECT: **Allocation of total allowable harvest level by government in Wek'èezhìı and Mǫwhì Gogha Dè Nı̨ıtłèè (NWT)**

RESPONSIBILITY: Government of the Northwest Territories - Resources, Wildlife and Economic Development (RWED), Canada - Canadian Wildlife Service (CWS), Canada - Department of Fisheries and Oceans (DFO)

PARTICIPANT / LIAISON: Tłı̨chǫ Government, Wek'èezhìı Renewable Resources Board, Tłı̨chǫ First Nation (TFN), Tłı̨chǫ Citizens, other Aboriginal peoples

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Allocate a sufficient portion for the TFN to exercise its rights to harvest wildlife in the area to which the total allowable harvest level applies and allocate a sufficient portion for any other Aboriginal people to exercise its rights to harvest wildlife in the area to which the total allowable harvest level applies, taking into account the factors in 12.8.2	RWED, CWS, DFO	when allocating a total allowable harvest level
2. If the total allowable harvest level is not sufficient for the TFN and the other Aboriginal peoples to exercise their rights, allocate the level equitably among them	RWED, CWS, DFO	when making an allocation of the total allowable harvest level
3. Give priority to non-commercial harvesting, in accordance with 12.8.5(b), over commercial harvesting	RWED, CWS, DFO	when allocating any total allowable harvest which remains after allocations to the TFN and other Aboriginal peoples

OBLIGATIONS ADDRESSED:

12.8.1 When government makes an allocation of a total allowable harvest level for any part of Wek'èezhìı and Mǫwhì Gogha Dè Nı̨ıtłèè (NWT) it shall allocate

- (a) a sufficient portion
  - (i) for the Tłįchǫ First Nation to exercise its rights to harvest wildlife in the area to which the total allowable harvest level applies, and
  - (ii) for any other Aboriginal people to exercise its rights to harvest wildlife in the area to which the total allowable harvest level applies; and
- (b) portions of any remainder of the total allowable harvest level among other groups of persons or for other purposes.

12.8.2 When government makes an allocation under 12.8.1(a), it shall consider all relevant factors, including, in particular,

- (a) current and past usage patterns and harvest levels in the exercise of rights referred to in 12.8.1(a); and;
- (b) the availability of other populations of wildlife to meet the needs of the Tłįchǫ First Nation or the other Aboriginal people.

12.8.3 When government makes an allocation under 12.8.1(a), if the total allowable harvest level is not sufficient to allow the Tłįchǫ First Nation and any other Aboriginal peoples to exercise their rights to harvest wildlife in the area to which the total allowable harvest level applies, it shall allocate the level equitably among the Tłįchǫ First Nation and those peoples.

12.8.4 When government makes an allocation under 12.8.1(b), of any portion of a total allowable harvest level remaining after an allocation for the Tłįchǫ First Nation and any other Aboriginal peoples, it shall consider all relevant factors including, in particular,

- (a) demand for hunting and sport fishing by residents and non-residents of the Northwest Territories;
- (b) demand for commercial harvesting in the Northwest Territories; and
- (c) demand by lodge operators and outfitters in Wek'èezhìı and Mǫwhì Gogha Dè Nı̨ıtłèè (NWT).

12.8.5 When government makes an allocation under 12.8.1(b) of any portion of a total allowable harvest level remaining after an allocation for the Tłı̨chǫ First Nation and for other Aboriginal peoples, it shall give priority to

(a) non-commercial harvesting over commercial harvesting; and

(b) with respect to non-commercial harvesting,
  (i) residents of the Northwest Territories over non-residents of the Northwest Territories, and
  (ii) to the extent provided by legislation, residents of Wek'èezhìı and Mǫwhì Gogha Dè Nı̨ıtłèè (NWT) who rely on wildlife from the area to which the total allowable harvest level applies for food for themselves and their families over other persons.

RELATED CLAUSES: 1.1.1 ("harvesting"), 12.5, 12.6.1, 12.6.2, 12.6.4, 12.6.6, 12.9.1, 12.15.1, 12.15.3

WILDLIFE HARVESTING MANAGEMENT **Sheet # 12-14**

PROJECT: **Government permitting of commercial activities relating to wildlife, excluding fish, in Wek'èezhìı**

RESPONSIBILITY: Tłı̨chǫ Government (Tłı̨chǫ), Government of the Northwest Territories - Resources, Wildlife and Economic Development (RWED), applicant for permit for commercial harvesting in Wek'èezhìı (applicant)

PARTICIPANT / LIAISON: Wek'èezhìı Renewable Resources Board (Board), Canada - Canadian Wildlife Service

	ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1.	Submit application to RWED for commercial harvesting of wildlife, excluding fish, in Wek'èezhìı	applicant	prior to undertaking commercial harvesting of wildlife
2.	Notify the Board and the Tłı̨chǫ of any application for commercial harvesting of wildlife in Wek'èezhìı, in sufficient form and detail to allow the Tłı̨chǫ to make a decision on the matter; provide a reasonable period of time, as set by the Board, in which the Tłı̨chǫ may make their decision on whether or not to give their consent	RWED	following receipt of application, and prior to permitting the activities, where such activities have not been conducted anywhere in Wek'èezhìı during the three-year period preceding the proposal to permit the new activity
3.	Review information provided, make decision regarding whether to provide consent for authorization of commercial activities relating to wildlife in Wek'èezhìı, and inform RWED in writing, of the decision	Tłı̨chǫ	within reasonable period of time indicated in Activity 2
4.	Issue the permit to the applicant, only if the Tłı̨chǫ consent to do so, while taking into account any other applicable considerations OR	RWED	following receipt of response from the Tłı̨chǫ

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
Issue permit to the applicant, without Tłı̨chǫ consent to do so	RWED	where the Tłı̨chǫ fails to deny its consent within any reasonable time set by the Board
5. Undertake commercial wildlife activities only as authorized by government	applicant	in accordance with terms of any authorization from RWED

OBLIGATIONS ADDRESSED:

12.10.2 Government shall not permit commercial activities relating to wildlife, excluding fish, in Wek'èezhìı, without the consent of the Tłı̨chǫ Government, if such activities have not been conducted anywhere in Wek'èezhìı during the three-year period preceding the proposal to permit the new activity. The Tłı̨chǫ Government shall be deemed to have consented if it fails to deny its consent within any reasonable time set by the Wek'èezhìı Renewable Resources Board.

RELATED CLAUSES: 10.7, 12.10.3

WILDLIFE HARVESTING MANAGEMENT **Sheet # 12-15**

PROJECT: **Consultation with government before authorizing commercial activities relating to wildlife on Tłı̨chǫ lands**

RESPONSIBILITY: Tłı̨chǫ Government (Tłı̨chǫ), Government of the Northwest Territories - Resources, Wildlife and Economic Development (RWED)

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Notify government in writing, of the intent to authorize commercial activities relating to wildlife on Tłı̨chǫ lands, in sufficient form and detail to allow government to prepare their views on the matter; provide a reasonable period of time in which government may prepare their views on the matter, and provide an opportunity to present their views	Tłı̨chǫ	before authorizing commercial activities on Tłı̨chǫ lands
2. Review information provided and prepare and present views on the matter	RWED	within reasonable period of time indicated in Activity 1
3. Give full and fair consideration to any views presented	Tłı̨chǫ	after receiving views and before authorizing commercial wildlife activities
4. Make decisions regarding authorization of commercial activities relating to wildlife on Tłı̨chǫ lands and inform government of the decision	Tłı̨chǫ	after giving full and fair consideration to views received

OBLIGATIONS ADDRESSED:

12.10.4 The Tłı̨chǫ Government shall consult government before authorizing commercial activities relating to wildlife on Tłı̨chǫ lands.

RELATED CLAUSES: 10.7, 12.10.1, 12.10.3

WILDLIFE HARVESTING MANAGEMENT **Sheet # 12-16**

PROJECT: **Establishment of agreements for management of the Bathurst caribou herd, the woodland caribou and other migrating wildlife**

RESPONSIBILITY: Tłįchǫ Government (Tłįchǫ), Wek'èezhìı Renewable Resources Board (Board), Government of the Northwest Territories - Resources, Wildlife and Economic Development (RWED), body with authority over wildlife in the other area

PARTICIPANT / LIAISON: Aboriginal peoples with harvesting rights, other bodies or person with an interest in or responsibilities over the caribou, or their range

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Prepare joint management plans regarding, migratory wildlife in Wek'èezhìı and another area	Tłįchǫ, RWED, any body with authority over wildlife in the other area	as necessary
2. Meet and establish a process to prepare a comprehensive proposal for the management of the Bathurst caribou herd	Board, Tłįchǫ, RWED	with one year following effective date
3. Invite any body with any jurisdiction over any part of the caribou range, and representatives of any Aboriginal peoples who traditionally harvest the Bathurst Caribou herd to participate	Board	prior to completion of proposal
4. Prepare and submit a joint or separate management plan for the Bathurst caribou herd, and for the management of woodland caribou	Tłįchǫ, RWED	within three years after the effective date, or as otherwise agreed by the Parties
5. Submit proposals to the Board for management of the Bathurst Caribou herd and for the management of woodland caribou	Tłįchǫ, RWED	upon completion of their proposals
6. Review proposal(s) under 12.5.4 in accordance with Sheet # 12-5	Board	as required

	ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
7.	Make final determination and forward with written reasons to each Party with powers to implement, including date by which Party is expected to do so, and give public notice of these determinations	Board	within a reasonable period of time
8.	Implement management proposal in accordance with Board determination, according to powers to implement	Tłı̨chǫ, RWED	in accordance with proposal and Board determination

OBLIGATIONS ADDRESSED:

12.11.1 It is an objective that management plans, respecting wildlife that migrates between Wek'èezhìı and another area, be prepared jointly with any body with authority over that wildlife in that other area. Failure to reach agreement on the application of such a plan outside Wek'èezhìı does not prevent the Parties from preparing and implementing a plan for Wek'èezhìı.

12.11.2 Within three years after the effective date or another date agreed to by the Parties, the Parties shall, separately or jointly, to the extent of their powers, prepare a comprehensive proposal for the management of the Bathurst caribou herd and a comprehensive proposal for the management of woodland caribou and submit them to the Wek'èezhìı Renewable Resources Board for review under 12.5.4

12.11.3 Within the first year after the effective date, the Wek'èezhìı Renewable Resources Board and the Parties shall meet for the purpose of preparing a comprehensive proposal for the management of the Bathurst caribou herd. The Board shall invite any body with jurisdiction over any part of the caribou range and representatives of any Aboriginal peoples who traditionally harvest the Bathurst Caribou herd to participate.

RELATED CLAUSES: 12.5.4, 12.5.5, 12.5.8, 12.5.9, 12.5.12, 12.5.13, 12.15.1

WILDLIFE HARVESTING MANAGEMENT **Sheet # 12-17**

PROJECT: **Development of Canadian positions in relation to international agreements affecting wildlife in Wek'èezhìı and Mǫwhì Gogha Dè Nı̨ı̨tłèè**

RESPONSIBILITY: Canada - Canadian Wildlife Service (CWS), Tłı̨chǫ Renewable Resources Board (Board), Tłı̨chǫ Government (Tłı̨chǫ)

PARTICIPANT / LIAISON: Government of the Northwest Territories - Resources, Wildlife and Economic Development

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Notify the Board that Canadian positions for international agreements relevant to wildlife or wildlife habitat in Wek'èezhìı, or the Tłı̨chǫ, for Canadian positions for international agreements relevant to wildlife or wildlife habitat in Mǫwhì Gogha Dè Nı̨ı̨tłèè, are being developed, in sufficient form and detail to allow the Board or the Tłı̨chǫ to prepare their views on the matter; provide a reasonable period of time in which the Board or the Tłı̨chǫ may prepare their views on the matter, and provide an opportunity to present their views	CWS	prior to adopting position
2. Review information provided and prepare and present views on the matter	Board or Tłı̨chǫ	within reasonable period of time indicated in Activity 1
3. Give full and fair consideration to any views presented	CWS	after receiving views and before making a final decision on the matter
4. Formulate government position and inform the Board or the Tłı̨chǫ	CWS	after giving full and fair consideration to views received

OBLIGATIONS ADDRESSED:

12.12.1 Prior to adopting positions in relation to international agreements which may affect wildlife or wildlife habitat in Wek'èezhìı or Mǫwhì Gogha Dè Nıįtłèè, government shall consult with

(a) the Wek'èezhìı Renewable Resources Board in relation to their effect in Wek'èezhìı; and

(b) the Tłįchǫ Government, in relation to their effect in Mǫwhì Gogha Dè Nıįtłèè.

RELATED CLAUSES: 1.1.1 ("harvesting"), 7.13, 12.12.2

WILDLIFE HARVESTING MANAGEMENT **Sheet # 12-18**

PROJECT: **Tłįchǫ Government representation in Canadian wildlife management regimes established under international or domestic intergovernmental agreements**

RESPONSIBILITY: Tłįchǫ Government (Tłįchǫ), Canada - Department of Foreign Affairs and International Trade (DFAIT), Canada - Canadian Wildlife Service (CWS), Canada - Department of Fisheries and Oceans (DFO), Government of the Northwest Territories - Resources, Wildlife and Economic Development (RWED)

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Notify the Tłįchǫ, in writing, of the establishment of any Canadian management regime in respect of wildlife which is being established under international or domestic intergovernmental agreements and which affect wildlife in Mǫwhì Gogha Dè Nįįtłèè	DFAIT, CWS, RWED, DFO	as applicable
2. Undertake discussions on how the Tłįchǫ are to be represented in that regime	DFAIT, CWS, RWED, DFO, Tłįchǫ	as agreed
3. Exercise opportunity for representation, as identified in Activity 2	Tłįchǫ	as desired, in accordance with procedures of the regime as discussed

OBLIGATIONS ADDRESSED:

12.12.3 Government shall provide the Tłįchǫ Government with the opportunity to be represented in any Canadian management regimes in respect of wildlife which are established under international or domestic intergovernmental agreements and which affect wildlife in Mǫwhì Gogha Dè Nįįtłèè.

RELATED CLAUSES: 12.12.2

WILDLIFE HARVESTING MANAGEMENT **Sheet # 12-19**

PROJECT: **Nominating a member on any Great Slave Lake fishery advisory or management body**

RESPONSIBILITY: Tłı̨chǫ Government (Tłı̨chǫ), Canada - Department of Fisheries and Oceans (DFO)

PARTICIPANT / LIAISON: Great Slave Lake Advisory Committee

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Notify Tłı̨chǫ of the establishment of any new body, and the procedures for nominating members	DFO	as applicable
2. Nominate a member to government body having advisory or management responsibilities with respect to the management of fish or fish habitat in Great Slave Lake	Tłı̨chǫ	at discretion, in accordance with procedures of the respective body

OBLIGATIONS ADDRESSED:

12.13.1 The Tłı̨chǫ Government may nominate at least one member to any governmental body having advisory or management responsibilities with respect to the management of fish or fish habitat in Great Slave Lake.

WILDLIFE HARVESTING MANAGEMENT **Sheet # 12-20**

PROJECT: **Consideration by government of an agreement negotiated between the Tłı̨chǫ Government and another Aboriginal people regarding wildlife management in Wek'èezhìı**

RESPONSIBILITY: Canada - Department of Indian Affairs and Northern Development (DIAND), Government of the Northwest Territories - Ministry of Aboriginal Affairs (MAA), Tłı̨chǫ Government (Tłı̨chǫ), government, Aboriginal people to be party to a future land claims agreement which would authorize a new body to make determinations with respect to wildlife management in Wek'èezhìı (other Aboriginal people)

PARTICIPANT / LIAISON: Wek'èezhìı Renewable Resources Board (Board), Government of the Northwest Territories - Resources, Wildlife and Economic Development

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Notify the Tłı̨chǫ that a provision is being proposed for inclusion in a future land claims agreement which will provide a new body with wildlife management authority described in 12.15.1 in any part of Wek'èezhìı	government	prior to concluding the land claims agreement
2. Provide the Tłı̨chǫ a reasonable period of time in which to conclude an agreement, on how determinations are to be made, with the representatives of the Aboriginal people to be party to that future land claims agreement	government	prior to concluding the land claims agreement
3. Seek to conclude an agreement with the representatives of the Aboriginal people to be party to that future land claims agreement respecting how the new body and the Board will ensure that all such determinations are made jointly by the new body and the Board, by only one of them or by another authority	Tłı̨chǫ, other Aboriginal people	within reasonable period of time provided in Activity 2, or as otherwise agreed

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
4. Consider the agreement concluded between the Tłı̨chǫ and the representatives of the Aboriginal people to be party to that future land claims agreement	government	upon notification of agreement between the parties
5. Notify the Tłı̨chǫ of the decision	government	after giving consideration to the proposed agreement
6. Amend the Tłı̨chǫ Agreement in accordance with any agreement approved under 12.15.1(b)	DIAND, MAA, Tłı̨chǫ	upon approval of, and in accordance with, agreement reached
7. Ensure that the future land claims agreement accords with any agreement approved under 12.15.1(b)	government	while negotiating land claims agreement

OBLIGATIONS ADDRESSED:

12.15.1 Before government concludes a future land claims agreement that would authorize a body ("new body") other than the Wek'èezhìı Renewable Resources Board, in relation to any part of Wek'èezhìı, to determine a total allowable harvest level, except for fish, or the allocation of portions of any total allowable harvest level or to make a determination respecting the management of the Bathurst caribou herd,

(a) government shall notify the Tłı̨chǫ Government that such a provision is being negotiated and provide to the Tłı̨chǫ Government a reasonable opportunity to conclude an agreement with the representatives of the Aboriginal people to be party to that future land claims agreement respecting how the new body and the Wek'èezhìı Renewable Resource Board will ensure that all such determinations in relation to that part of Wek'èezhìı are made jointly by the new body and the board, by only one of them or by another authority;

(b) government shall consider any agreement concluded under (a) and decide whether to approve it; and

(c) the Parties shall amend the Agreement in accordance with any agreement approved under (b) and government shall ensure that the future land claims agreement accords with any agreement approved under (b).

RELATED CLAUSES: 2.7.3, 2.7.4, 2.10.1, 12.5.2, 12.5.3

WILDLIFE HARVESTING MANAGEMENT **Sheet # 12-21**

PROJECT: **Concluding an agreement respecting how a new body with authorities under another land claims agreement and the Wek'èezhìı Renewable Resource Board will ensure that wildlife management determinations are made jointly**

RESPONSIBILITY: Wek'èezhìı Renewable Resources Board (Board), a body which has wildlife management authority in relation to any part of Wek'èezhìı provided through a future land claims agreement ("new body"), Government of the Northwest Territories - Resources, Wildlife and Economic Development (RWED), Canada - Canadian Wildlife Service (CWS), Canada - Department of Fisheries and Oceans (DFO), Tłı̨chǫ Government (Tłı̨chǫ)

ACTIVITIES		RESPONSIBILITY	TIMING GUIDELINES
1.	Make determinations in accordance with any agreement approved under 12.15.1(b)	Board, new body	as agreed in new land claims agreement
2.	Enter discussions to establish a process for making joint determinations for the subject matters of 12.15.1, in the absence of an agreement approved under 12.15.1(b)	Board, new body	at discretion
3.	Implement process for making the joint determinations, giving notification, in writing, to Canada, GNWT and the Tłı̨chǫ	Board, new body	as soon as practicable, following taking effect of a new land claims agreement
4.	Exercise powers in accordance with 12.5, 12.6 and 12.7, in accordance with the determination made through the agreed-to process	CWS, DFO, RWED, Tłı̨chǫ	upon receipt of notification that there is agreement on a joint process

OR

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
Exercise powers in accordance with 12.5, 12.6 and 12.7 in the absence of any agreement for a joint process, or where the Board and the new body fail to make such a determination within any reasonable period of time specified by a Party that submitted a proposal for their determination	CWS, DFO, RWED, Tłı̨chǫ	in the absence of receipt of any notification that there is agreement on a joint process, or upon expiry of specified time

OBLIGATIONS ADDRESSED:

12.15.1 Before government concludes a future land claims agreement that would authorize a body ("new body") other than the Wek’èezhìı Renewable Resources Board, in relation to any part of Wek’èezhìı, to determine a total allowable harvest level, except for fish, or the allocation of portions of any total allowable harvest level or to make a determination respecting the management of the Bathurst caribou herd,

(a) government shall notify the Tłı̨chǫ Government that such a provision is being negotiated and provide to the Tłı̨chǫ Government a reasonable opportunity to conclude an agreement with the representatives of the Aboriginal people to be party to that future land claims agreement respecting how the new body and the Wek’èezhìı Renewable Resource Board will ensure that all such determinations in relation to that part of Wek’èezhìı are made jointly by the new body and the board, by only one of them or by another authority;

(b) government shall consider any agreement concluded under (a) and decide whether to approve it; and

(c) the Parties shall amend the Agreement in accordance with any agreement approved under (b) and government shall ensure that the future land claims agreement accords with any agreement approved under (b).

12.15.2 If a future land claims agreement provides a new body has authority in relation to any part of Wek’èezhìı to make a determination described in 12.15.1, the new body and the Wek’èezhìı Renewable Resources Board shall, in the absence of an agreement approved under 12.15.1(b), make that determination in relation to that part of Wek’èezhìı jointly, in accordance with a process agreed to by them.

12.15.3 In the absence of an agreement approved under 12.15.1(b) or where the new body and the Wek'èezhìı Renewable Resources Board fail to agree on a process under 12.15.2 or to make a determination described in 12.15.1 in relation to that part of Wek'èezhìı within any reasonable period of time specified by a Party that submitted a proposal for their determination, a Party may, to the extent of its powers under legislation or Tłįchǫ laws to establish or otherwise implement such a determination, make that determination in place of the Board and the new body, in accordance with 12.5 to 12.7.

RELATED CLAUSES: 12.5, 12.6, 12.7

TREES AND FOREST MANAGEMENT **Sheet # 13-1**

PROJECT: **Restrictions on harvesting of trees on lands throughout Mǫwhì Gogha Dè Nįįtłèè (NWT)**

RESPONSIBILITY: Canada, Canada - Department of National Defence and the Canadian Forces (DND/CF), Government of the Northwest Territories - Resources, Wildlife and Economic Development (RWED), Tłįchǫ Government (Tłįchǫ), Wek'èezhìı Land and Water Board (WLWB)

PARTICIPANT / LIAISON: Tłįchǫ Citizens

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Give notice, in writing, to the Tłįchǫ of any authorizations, such as timber licences or permits, or land use permits, where the activity precludes harvesting of trees by Tłįchǫ	Canada, RWED, WLWB	as required
2. Give notice to the Tłįchǫ of which lands are dedicated for military or national security purposes, in accordance with Sheet # 10-2	DND/CF	as required
3. Give notice to the Tłįchǫ of which lands are temporarily being used for military exercises, in accordance with Sheet # 10-2	DND/CF	as required, prior to beginning of exercises
4. Notify Tłįchǫ Citizens of restrictions	Tłįchǫ	upon receipt of notice

OBLIGATIONS ADDRESSED:

13.2.2 The right of the Tłįchǫ First Nation to harvest trees under 13.2.1 does not apply

(a) on lands held in fee simple or subject to an agreement for sale or surface lease;

(b) where it conflicts with any activity carried out under an authorization granted by government, such as a timber licence or permit, a forest management agreement or a land use permit; or

(c) on lands dedicated to military or national security purposes under legislation or in areas temporarily being used for military exercises for the period of such temporary use, after notice of such dedication or use has been given to the Tłįchǫ Government.

RELATED CLAUSES: 10.5.3(a), 12.5.7, 13.1.1, 13.2.1, 19.5.1, 19.5.4

PLANNING ASSUMPTIONS:

1. DND will attempt to give at least one month's notice prior to beginning of exercises.

TREES AND FOREST MANAGEMENT **Sheet # 13-2**

PROJECT: **Authorization of commercial harvesting of trees in Wek'èezhìı**

RESPONSIBILITY: Government of the Northwest Territories - Resources, Wildlife and Economic Development (RWED), Wek'èezhìı Renewable Resources Board (Board), applicant

PARTICIPANT / LIAISON: Tłı̨chǫ Citizens, Tłı̨chǫ Government, interested party

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Seek authorization from RWED for the commercial harvesting of trees in Wek'èezhìı	applicant	prior to undertaking commercial harvesting of trees
2. Seek input from the Board to determine whether the commercial harvesting of trees in Wek'èezhìı would have a significant adverse effect on wildlife in Wek'èezhìı	RWED	prior to authorizing commercial harvesting
3. Consider whether commercial harvesting of trees would have a significant adverse effect on wildlife in Wek'èezhìı	Board	in a timely manner following receipt of application
4. Notify RWED of Board opinion	Board	following consideration
5. Authorize the harvesting by the applicant, if the adverse effects are not significant, in the opinion of the Board	RWED	at discretion, upon Board making determination that there would be no significant adverse effect
OR		
Notify the applicant of the denial of authorization, with reasons for the decision	RWED	upon Board making determination that there would be significant adverse effect

OBLIGATIONS ADDRESSED:

13.3.1 The Parties shall not authorize the commercial harvesting of trees in Wek'èezhìı where in the opinion of the Wek'èezhìı Renewable Resources Board such commercial harvesting would have a significant adverse effect on wildlife in Wek'èezhìı..

RELATED CLAUSES: 7.4.1(b), 12.4.1(c), 12.5.7, 12.5.12, 13.1.1, 13.1.4, 13.1.5

EXPLANATORY NOTE:

1. Except where expressly agreed by the Parties, nothing in the traditional knowledge provisions of sections 12.1.6, 13.1.5, and 14.1.4, which are intended to be implemented through programs and policies of the Government of the Northwest Territories in place from time to time, shall create or imply any financial obligation on the Government of the Northwest Territories.

TREES AND FOREST MANAGEMENT

Sheet # 13-3

PROJECT: **Change in the area of a commercial harvesting operation in Wek'èezhìı**

RESPONSIBILITY: Government of the Northwest Territories - Resources, Wildlife and Economic Development (RWED), Tłı̨chǫ Government (Tłı̨chǫ)

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Notify the Tłı̨chǫ concerning authorization of any proposed change in the area of a commercial harvesting operation wholly or partly in Wek'èezhìı, in sufficient form and detail to allow the Tłı̨chǫ to prepare their views on the matter; provide a reasonable period of time in which they may prepare their views on the matter, and provide an opportunity to present their views	RWED	prior to any change in the area of a commercial harvesting operation
2. Review information provided and prepare and present views on the matter	Tłı̨chǫ	within reasonable period of time provided in Activity 1
3. Give full and fair consideration to views presented	RWED	after receiving views
4. Make decision concerning changes in the area of commercial harvesting operation and inform the Tłı̨chǫ of the decision	RWED	after giving full and fair consideration to views presented
5. Make change in authorization of the commercial harvesting operation if approved	RWED	in accordance with decision made

OBLIGATIONS ADDRESSED:

13.3.2 The Tłı̨chǫ Government shall be consulted by government prior to government changing any authorization of a commercial tree harvesting operation taking place wholly or partly in Wek'èezhìı, where the change would allow the conduct of the operation in a different area from that already authorized.

RELATED CLAUSES: 13.1.1

TREES AND FOREST MANAGEMENT **Sheet # 13-4**

PROJECT: **Wek'èezhìı Renewable Resources Board recommendations on forest management in Wek'èezhìı**

RESPONSIBILITY: Wek'èezhìı Renewable Resources Board (Board), Government of the Northwest Territories - Resources, Wildlife and Economic Development (RWED), Tłı̨chǫ Government (Tłı̨chǫ), body with powers respecting forest management

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Formulate proposed recommendations regarding policies and rules in respect of the harvesting of trees, or plans and policies for forest management	Board	at discretion
2. Notify the Tłı̨chǫ, RWED or any body with powers respecting forest management in Wek'èezhìı, including on Tłı̨chǫ lands, of the proposed recommendations, in sufficient form and detail to allow the party to prepare its views on the matter; provide a reasonable period of time in which the party may prepare its views on the matter, and provide an opportunity to present their views	Board	prior to submitting recommendations to the Tłı̨chǫ or RWED
3. Review information provided and prepare and present views on the matter	Tłı̨chǫ, RWED or body with powers respecting forest management	within reasonable period of time indicated in Activity 2
4. Give full and fair consideration to any views presented	Board	after receiving views and before making a final decision on the recommendations
5. Make decision and inform the parties consulted of the decision	Board	after giving full and fair consideration to views received
6. Make recommendations with respect to subjects in 13.4.1	Board	following decision

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
7. Respond to recommendations of the Board as outlined in Sheet # 12-9	RWED, Tłı̨chǫ	after receiving recommendations of the Board

OBLIGATIONS ADDRESSED:

13.4.1 The Wek'èezhìı Renewable Resources Board may, in relation to Wek'èezhìı but not in relation to a national park, and after consultation with any Party or body with powers respecting forest management, make recommendations to the Parties with respect to

(a) policies and rules in respect of the harvesting of trees; and

(b) plans and policies for forest management which may include
  (i) determination of areas of commercial harvesting of trees and the terms and conditions of such harvesting which may include cutting rates, allowable harvests of trees, harvesting methods, reforestation measures and the employment and training of Tłı̨chǫ Citizens,
  (ii) provisions for management agreements with commercial harvesters and land owners, and
  (iii) provision for forest fire management activities.

RELATED CLAUSES: 12.4.1(c), 12.5.8, 12.5.11, 13.1.4, 13.1.5

TREES AND FOREST MANAGEMENT **Sheet # 13-5**

PROJECT:	**Consultation by Parties with the Wek'èezhìı Renewable Resources Board concerning forest management in Wek'èezhìı**
RESPONSIBILITY:	Canada - Department of Indian Affairs and Northern Development - Northern Affairs Program (NAP), Government of the Northwest Territories - Resources, Wildlife and Economic Development (RWED), Tłı̨chǫ Government (Tłı̨chǫ), Wek'èezhìı Renewable Resources Board (Board)

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Notify the Board of details respecting any matters not specified in 13.4.2 (a) to (d), which affect forest management in Wek'èezhìı, in sufficient form and detail to allow the Board to prepare its views on the matter; provide a reasonable period of time in which it may prepare its views on the matter, and provide an opportunity to present its views	NAP, RWED, or Tłı̨chǫ	at discretion
OR		
Notify the Board of details respecting the matters in 13.4.2 (a) to (d), in sufficient form and detail to allow the Board to prepare its views on the matter; provide a reasonable period of time in which it may prepare its views on the matter, and provide an opportunity to present its views	NAP, RWED, or Tłı̨chǫ	prior to taking action
2. Review information provided and prepare and present views on the matter	Board	within reasonable period of time provided in Activity 1
3. Give full and fair consideration to views presented	NAP, RWED, or Tłı̨chǫ	after receiving views
4. Make decision and inform the Board of the decision	NAP, RWED, or Tłı̨chǫ	after giving full and fair consideration to views received

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
5. Prepare policies, plans, legislation or Tłı̨chǫ laws	NAP, RWED, or Tłı̨chǫ	in accordance with decision

OBLIGATIONS ADDRESSED:

13.4.2 In relation to Wek'èezhìı but not in relation to a national park, government or the Tłı̨chǫ Government may consult the Wek'èezhìı Renewable Resources Board on any matter which affects forest management and shall consult the Board on

- (a) draft legislation and Tłı̨chǫ laws respecting forest management;
- (b) land use policies and draft legislation and Tłı̨chǫ laws where those policies, legislation or laws will likely impact on forest management;
- (c) policies respecting forest management research and the evaluation of such research; and
- (d) plans for training Tłı̨chǫ Citizens in forest management.

RELATED CLAUSES: 7.4.1(b), 12.4.1(c)

PLANTS **Sheet # 14-1**

PROJECT: **Restrictions on harvesting of plants on lands throughout Mǫwhì Gogha Dè Nı̨ıtłèè (NWT)**

RESPONSIBILITY: Canada, Canada - Department of National Defence and the Canadian Forces (DND/CF), Government of the Northwest Territories - Resources, Wildlife and Economic Development (RWED), Tłįchǫ Government (Tłįchǫ), Wek'èezhìı Land and Water Board (WLWB)

PARTICIPANT / LIAISON: Tłįchǫ Citizens

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Give notice, in writing, to the Tłįchǫ of any authorizations, such as timber licences or permits, or land use permits, where the activity precludes harvesting of plants by Tłįchǫ	Canada, RWED, WLWB	as required
2. Give notice to the Tłįchǫ of which lands are dedicated for military or national security purposes, in accordance with Sheet # 10-2	DND/CF	as required
3. Give notice to the Tłįchǫ of which lands are temporarily being used for military exercises, in accordance with Sheet # 10-2	DND/CF	as required, prior to beginning of exercises
4. Notify Tłįchǫ Citizens of restrictions	Tłįchǫ	upon receipt of notice

OBLIGATIONS ADDRESSED:

14.2.2 The right of the Tłįchǫ First Nation to harvest plants under 14.2.1 does not apply

(a) on lands held in fee simple, subject to an agreement for sale or surface lease;

(b) where it conflicts with any activity carried out under an authorization granted by government such as a timber licence or permit, a forest management agreement or land use permit; and

(c) on lands dedicated to military or national security purposes under legislation or in areas temporarily being used for military exercises for the period of such temporary use, after notice of such dedication or use has been given to the Tłįchǫ Government.

RELATED CLAUSES: 10.5.3(a), 12.5.7, 14.1.1, 14.2.1, 19.5.1, 19.5.4

PLANNING ASSUMPTIONS:

1. DND/CF will attempt to give at least one month's notice prior to beginning of exercises.

PLANTS **Sheet # 14-2**

PROJECT:	**Authorization of commercial harvesting of plants in Wek'èezhìı**
RESPONSIBILITY:	Government of the Northwest Territories - Resources, Wildlife and Economic Development (RWED), Canada - Department of Indian Affairs and Northern Development - Northern Affairs Program (NAP), Wek'èezhìı Renewable Resources Board (Board), applicant
PARTICIPANT / LIAISON:	Tłı̨chǫ Citizens , Tłı̨chǫ Government, interested party

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Seek authorization from RWED or NAP for the commercial harvesting of plants in Wek'èezhìı	applicant	prior to undertaking commercial harvesting of plants
2. Seek input from the Board to determine whether the commercial harvesting of plants in Wek'èezhìı would have a significant adverse effect on wildlife in Wek'èezhìı	RWED or NAP	prior to authorizing commercial harvesting
3. Consider whether commercial harvesting of plants would have a significant adverse effect on wildlife in Wek'èezhìı	Board	in a timely manner following receipt of application
4. Notify RWED or NAP of Board opinion	Board	following consideration
5. Authorize the harvesting by the applicant, if the adverse effects are not significant, in the opinion of the Board	RWED or NAP	at discretion, upon Board making determination that there would be no significant adverse effect
OR		
Notify the applicant of the denial of authorization, with reasons for the decision	RWED or NAP	upon Board making determination that there would be significant adverse effect

OBLIGATIONS ADDRESSED:

14.3.1 The Parties shall not authorize the commercial harvesting of plants in Wek'èezhìı where in the opinion of the Wek'èezhìı Renewable Resources Board such commercial harvesting would have a significant adverse effect on wildlife in Wek'èezhìı.

RELATED CLAUSES: 7.4.1(b), 12.4.1(d), 12.5.7, 12.5.12, 14.1.1, 14.1.3, 14.1.4

EXPLANATORY NOTE:

1. Except where expressly agreed by the Parties, nothing in the traditional knowledge provisions of sections 12.1.6, 13.1.5, and 14.1.4, which are intended to be implemented through programs and policies of the Government of the Northwest Territories in place from time to time, shall create or imply any financial obligation on the Government of the Northwest Territories.

PLANTS **Sheet # 14-3**

PROJECT: **Change in the area of a commercial harvesting operation in Wek'èezhìı**

RESPONSIBILITY: Government of the Northwest Territories - Resources, Wildlife and Economic Development (RWED), Canada - Department of Indian Affairs and Northern Development - Northern Affairs Program (NAP), Tłı̨chǫ Government (Tłı̨chǫ)

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Notify the Tłı̨chǫ concerning authorization of any proposed change in the area of a commercial harvesting operation wholly or partly in Wek'èezhìı, in sufficient form and detail to allow the Tłı̨chǫ to prepare their views on the matter; provide a reasonable period of time in which they may prepare their views on the matter, and provide an opportunity to present their views	RWED or NAP	prior to any change in the area of a commercial harvesting operation
2. Review information provided and prepare and present views on the matter	Tłı̨chǫ	within reasonable period of time provided in Activity 1
3. Give full and fair consideration to any views presented	RWED or NAP	after receiving views
4. Make decision concerning changes in the area of commercial harvesting operation and inform the Tłı̨chǫ of the decision	RWED or NAP	after giving full and fair consideration to views presented
5. Make change in authorization of the area of a commercial harvesting operation	RWED or NAP	in accordance with decision made

OBLIGATIONS ADDRESSED:

14.3.2 The Tłı̨chǫ Government shall be consulted by government prior to government changing any authorization of a commercial plant harvesting operation taking place wholly or partly in Wek'èezhìı, where the change would allow the conduct of the operation in a different area from that already authorized.

RELATED CLAUSES: 12.5.7, 12.5.12, 14.1.1

PLANTS **Sheet # 14-4**

PROJECT: **Wek'èezhìı Renewable Resources Board recommendations on the management of plants in Wek'èezhìı**

RESPONSIBILITY: Wek'èezhìı Renewable Resources Board (Board), Canada - Department of Indian Affairs and Northern Development - Northern Affairs Program (NAP), Government of the Northwest Territories - Resources, Wildlife and Economic Development (RWED), Tłı̨chǫ Government (Tłı̨chǫ), body with powers respecting management of plants

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Formulate proposed recommendations regarding policies and rules in respect of the harvesting of plants, or plans and policies for plant management	Board	at discretion
2. Notify the Tłı̨chǫ, RWED, NAP or any body with powers respecting management of plants in Wek'èezhìı, including on Tłı̨chǫ lands, of the proposed recommendations, in sufficient form and detail to allow the party to prepare its views on the matter; provide a reasonable period of time in which the party may prepare its views on the matter, and provide an opportunity to present their views	Board	prior to submitting recommendations to the Tłı̨chǫ, RWED, NAP
3. Review information provided and prepare and present views on the matter	Tłı̨chǫ, RWED, NAP or body with powers respecting management of plants	within reasonable period of time indicated in Activity 2
4. Give full and fair consideration to any views presented	Board	after receiving views and before making a final decision on the recommendations
5. Make decision and inform the parties consulted of the decision	Board	after giving full and fair consideration to views received

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
6. Make recommendations with respect to subjects in 14.4.1	Board	following decision
7. Respond to recommendations of the Board as outlined in Sheet # 12-9	NAP, RWED, Tłı̨chǫ	after receiving recommendations of the Board

OBLIGATIONS ADDRESSED:

14.4.1 The Wek'èezhìı Renewable Resources Board may, in relation to Wek'èezhìı but not in relation to a national park, and after consultation with any Party or body with powers respecting the management of plants, make recommendations to the Parties with respect to

(a) policies and rules in respect of the harvesting of plants; and

(b) plans and policies for plant management which may include
  (i) determination of areas of commercial harvesting of plants and the terms and conditions of such harvesting and the employment and training of Tłı̨chǫ Citizens, and
  (ii) provisions for management agreements with commercial harvesters and land owners.

RELATED CLAUSES: 12.4.1(d), 12.5.8, 12.5.11, 14.1.3, 14.1.4

PLANTS **Sheet # 14-5**

PROJECT: **Consultation by Parties with the Wek'èezhìı Renewable Resources Board concerning management of plants in Wek'èezhìı**

RESPONSIBILITY: Canada - Department of Indian Affairs and Northern Development - Northern Affairs Program (NAP), Government of the Northwest Territories - Resources, Wildlife and Economic Development (RWED), Tłı̨chǫ Government (Tłı̨chǫ), Wek'èezhìı Renewable Resources Board (Board)

	ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1.	Notify the Board of details respecting any matters not specified in 14.4.2 (a) to (d), which affect plant management in Wek'èezhìı, in sufficient form and detail to allow the Board to prepare its views on the matter; provide a reasonable period of time in which it may prepare its views on the matter, and provide an opportunity to present its views	NAP, RWED, or Tłı̨chǫ	at discretion
	OR		
	Notify the Board of details respecting the matters in 14.4.2 (a) to (d), in sufficient form and detail to allow the Board to prepare its views on the matter; provide a reasonable period of time in which it may prepare its views on the matter, and provide an opportunity to present its views	NAP, RWED, or Tłı̨chǫ	prior to taking action
2.	Review information provided and prepare and present views on the matter	Board	within reasonable period of time provided in Activity 1
3.	Give full and fair consideration to views presented	NAP, RWED, or Tłı̨chǫ	after receiving views
4.	Make decision and inform the Board of the decision	NAP, RWED, or Tłı̨chǫ	after giving full and fair consideration to views received

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
5. Prepare policies, plans, legislation or Tłı̨chǫ laws	NAP, RWED, or Tłı̨chǫ	in accordance with decision

OBLIGATIONS ADDRESSED:

14.4.2 In relation to Wek’èezhìı but not in relation to a national park, government or the Tłı̨chǫ Government may consult the Wek’èezhìı Renewable Resources Board on any matter which affects plant management and shall consult the Board on

(a) draft legislation and Tłı̨chǫ laws respecting plant management;

(b) land use policies and draft legislation and Tłı̨chǫ laws where those policies, legislation or laws will likely impact on plant management;

(c) policies respecting plant management research and the evaluation of such research; and

(d) plans for training Tłı̨chǫ Citizens in plant management.

RELATED CLAUSES: 7.4.1(b), 12.4.1(d)

PLANTS **Sheet # 14-6**

PROJECT: **Consultation by government with the Tłįchǫ Government before legislating to regulate or prohibit harvesting of plants in Mǫwhì Gogha Dè Nįįtłèè (NWT)**

RESPONSIBILITY: Canada - Department of Indian Affairs and Northern Development - Northern Affairs Program (NAP), Government of the Northwest Territories - Resources, Wildlife and Economic Development (RWED), Tłįchǫ Government (Tłįchǫ)

	ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1.	Notify the Tłįchǫ of intention to pass legislation to regulate or prohibit the harvesting of plants by Tłįchǫ Citizens, in sufficient form and detail to allow the Tłįchǫ to prepare their views on the matter; provide a reasonable period of time in which they may prepare their views on the matter, and provide an opportunity to present their views	NAP, RWED	prior to legislating to regulate or prohibit harvesting of plants in Mǫwhì Gogha Dè Nįįtłèè (NWT)
2.	Review information provided and prepare and present views on the matter	Tłįchǫ	within reasonable period of time provided in Activity 1
3.	Give full and fair consideration to views presented	NAP, RWED	after receiving views
4.	Make decision and inform the Tłįchǫ of the decision	NAP, RWED	after giving full and fair consideration to views received

OBLIGATIONS ADDRESSED:

14.5.1 Government shall consult with the Tłįchǫ Government with respect to the harvesting of plants by Tłįchǫ Citizens before legislating to regulate or prohibit harvesting of plants in Mǫwhì Gogha Dè Nįįtłèè (NWT).

RELATED CLAUSES: 2.11.1, 10.1.1, 14.2.1

NATIONAL PARKS **Sheet # 15-1**

PROJECT:	**Tłı̨chǫ impact and benefit plan for a national park wholly or partly in Wek’èezhìı**
RESPONSIBILITY:	Tłı̨chǫ Government (Tłı̨chǫ), Canada - Parks Canada Agency (Parks), Parks Minister, government
PARTICIPANT / LIAISON:	Government of the Northwest Territories - Resources, Wildlife and Economic Development (RWED)

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Notify the Tłı̨chǫ and RWED, in writing, of intention to establish a national park wholly or partly in Wek’èezhìı and identify the officials designated to prepare a Tłı̨chǫ impact and benefit plan jointly with the Tłı̨chǫ	Parks Minister	prior to establishment of a national park
2. Attempt to prepare jointly a Tłı̨chǫ impact and benefit plan	Tłı̨chǫ, Parks	upon receipt of notice to create a national park
3. Submit a jointly prepared Tłı̨chǫ impact and benefit plan, taking into account the provisions of 15.2.3.and 15.2.4, to the Minister for consideration, if agreement is reached	Tłı̨chǫ, Parks	within 18 months of initiation of the process, or as agreed
OR		
Each party may provide notice and submit its own Tłı̨chǫ impact and benefit plan, taking into account the provisions of 15.2.3. and 15.2.4, to the Minister for consideration and approval, if there is a failure to reach agreement on a jointly-prepared plan	Tłı̨chǫ, Parks	within a reasonable period of time, but not earlier than within 18 months of initiation of the process
4. Approve a Tłı̨chǫ impact and benefit plan as submitted, or of parts of each plan submitted, giving written reasons for a decision	Parks Minister	prior to establishment of a national park

	ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
5.	Implement the Tłı̨chǫ impact and benefit plan once it has been approved	Tłı̨chǫ, Parks	upon establishment of the park
6.	Provide training opportunities to assist Tłı̨chǫ Citizens to qualify for jobs in the national park	Tłı̨chǫ, government	as set out in the Tłı̨chǫ impact and benefit plan
7.	Conduct a review of the Tłı̨chǫ Impact and benefit plan	Tłı̨chǫ, Parks	as set out in the Tłı̨chǫ impact and benefit plan, but not less than 10 years after the establishment of the park

OBLIGATIONS ADDRESSED:

15.2.1 Prior to establishment of a national park wholly or partly in Wek'èezhìı, a Tłı̨chǫ impact and benefit plan for the proposed park shall be prepared and approved in accordance with 15.2.2.

15.2.2 The Tłı̨chǫ Government and officials designated by the Minister shall attempt to prepare jointly a Tłı̨chǫ impact and benefit plan. If they agree on a plan, they shall submit it to the Minister for consideration and approval. If they fail to reach agreement on a plan within 18 months, each party may submit its own plan to the Minister for the Minister's consideration and approval. The Minister may approve a plan that consists of one of the plans submitted to the Minister or of parts of each. The Minister shall give written reasons for a decision. Government and the Tłı̨chǫ Government shall implement a plan once it has been approved.

15.2.3 A Tłı̨chǫ impact and benefit plan shall

(a) be consistent with the other provisions of the Agreement;

(b) address the impact of the establishment and development of the park on any affected Tłı̨chǫ community;

(c) describe the steps that will be taken by government to establish the park; and

(d) describe training opportunities to assist Tłı̨chǫ Citizens to qualify for employment in the park.

15.2.4 The Tłı̨chǫ impact and benefit plan may include provisions relating to

(a) the National Park Committee;

(b) the continued use by Tłı̨chǫ Citizens of camps, cabins and traditional travel routes to exercise the harvesting rights of the Tłı̨chǫ First Nation in the park;

(c) economic and employment opportunities for Tłįchǫ Citizens and measures which will be adopted to assist Tłįchǫ Citizens to take advantage of such opportunities, in addition to the opportunities provided under 15.2.3(d);

(d) mitigation of potential negative impacts of park establishment on any affected Tłįchǫ community;

(e) routes and locations for public access to the park; and

(f) other impacts and benefits of concern to government or any affected Tłįchǫ community.

15.2.5 A Tłįchǫ impact and benefit plan shall contain provisions providing for a review of the plan not less than once every 10 years after the establishment of the park.

15.8.1 The Parties intend that Tłįchǫ Citizens will hold a substantial number of the jobs in a national park wholly in Wek'èezhìı. To this end, training opportunities, as described in the Tłįchǫ impact and benefit plan, shall be provided to assist Tłįchǫ Citizens to qualify for such employment.

RELATED CLAUSES: 15.3

PLANNING ASSUMPTIONS:

1. If the Minister receives a jointly submitted plan, he may approve or reject it, but not vary it.

2. If the Minister receives separate plans, he may approve a plan that consists of one of the plans submitted, or of parts of each, or reject both, but may not introduce new elements.

NATIONAL PARKS **Sheet # 15-2**

PROJECT: **Establishment and operation of a National Park Committee for a national park wholly or partly in Wek’èezhìı**

RESPONSIBILITY: Tłı̨chǫ Government (Tłı̨chǫ), Canada - Parks Canada Agency (Parks), Parks Minister, Government of the Northwest Territories - Resources, Wildlife and Economic Development (RWED), National Park Committee (Committee), any other Aboriginal people who are eligible in accordance with any agreement under 2.7.3 or 2.7.4 (other eligible Aboriginal people)

PARTICIPANT / LIAISON: Canada - Parks - Park Superintendent

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Appoint members to the Committee, taking into account any provisions agreed to under 15.2.4(a), where the park is only partly in Wek’èezhìı; if the park is wholly in Wek’èezhìı, follow the nomination and appointment process in activities 2 to 7	Parks Minister	at the time a park partly in Wek’èezhìı is established
2. Nominate two members to the Committee, where the park is wholly in Wek’èezhìı	Tłı̨chǫ, other eligible Aboriginal people	at the time a park wholly in Wek’èezhìı is established
3. Notify RWED of intent to appoint members to the Committee, in sufficient form and detail to allow RWED to prepare its views on the matter; provide a reasonable period of time in which RWED may prepare its views on the matter, and provide an opportunity to present its views	Parks Minister	when establishing a Committee for a national park wholly in Wek’èezhìı
4. Review information provided and prepare and present views on the matter	RWED	within reasonable period of time indicated in Activity 3
5. Give full and fair consideration to any views presented	Parks Minister	after receiving views and before appointing members

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
6. Make decision and inform RWED, in writing, of the decision	Parks Minister	after giving full and fair consideration to views received
7. Appoint four members to the Committee	Parks Minister	following decision, at time park is established
8. Select a chairperson from among themselves	Committee	immediately following appointment
9. Select the chairperson from the members if no agreement is reached among Committee members, for a park wholly in Wek'èezhìı	Parks Minister	if no agreement is reached within 60 days
10. Nominate member to replace member who has been appointed chairperson	Parks Minister, Tłįchǫ or other eligible Aboriginal people	immediately following selection of chairperson
11. Appoint member to replace member who has been appointed chairperson	Parks Minister	immediately following nomination of member
12. Hold meetings, as required	Committee	at least two per year
13. Establish rules of procedure respecting the conduct of business	Committee	if desired
14. Remove from office for cause any member appointed by that authority	Parks Minister	at discretion, upon demonstration of cause

OBLIGATIONS ADDRESSED:

15.3.1 A National Park Committee shall be established for each national park wholly or partly in Wek'èezhìı at the time the park is established.

15.3.2 The members of a National Park Committee shall select from among themselves a chairperson.

15.3.3 Members of a National Park Committee shall be appointed for a fixed term but a member may be removed from office for cause by the authority which appointed that member.

15.3.4 The Park Superintendent or his or her designate shall sit as an ex-officio, non-voting member of a National Park Committee.

15.3.5 Each member of a National Park Committee shall exercise one vote except that the chairperson shall vote only in the event of a tie.

15.3.6 A National Park Committee may meet as often as necessary, but shall hold at least two meetings annually.

15.3.7 A National Park Committee may establish its own rules of procedures respecting the conduct of its business.

15.3.10 When a national park is wholly in Wek'èezhìı, the National Park Committee shall consist of a number of members appointed by the Minister in consultation with the Government of the Northwest Territories. The Tłįchǫ Government is entitled to nominate 50 percent of the members of the Committee, excluding the chairperson, subject to an agreement between the Tłįchǫ Government and another Aboriginal people, including an agreement under 2.7.3 or 2.7.4.

15.3.11 If the members of a National Park Committee for a Park that is wholly in Wek'èezhìı fail to agree on a chairperson within 60 days of their own appointments or from the date when the position became vacant, the Minister shall select the chairperson from among the members. The authority which nominated the member who was selected as chairperson shall nominate a replacement to the Committee.

RELATED CLAUSES: 2.7.3, 2.7.4, 15.2.4(a), 15.3

PLANNING ASSUMPTIONS:

1. The duration of the initial appointments for the members appointed in Activity 1 or 7 should vary in length in order to stagger the expiry dates of appointments; however, the duration of subsequent appointments shall be for a period of three years.

2. The replacement of any member in accordance with Activity 11, will occur following the same process as that for the initial nominations and appointments, as outlined in Activities 1 through 7.

NATIONAL PARKS **Sheet # 15-3**

PROJECT: **Functions of the National Park Committee**

RESPONSIBILITY: Canada - Parks Canada Agency - Parks Minister or designate, National Park Committee (Committee), Wek'èezhìı Renewable Resources Board (Board)

PARTICIPANT / LIAISON: Government of the Northwest Territories - Resources, Wildlife and Economic Development , Tłı̨chǫ Government

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Advise the Parks Minister, or Minister's designate, and agencies of government with respect to the matters of 15.3.8, as appropriate	Committee	at discretion
2. Inform the Committee, in writing, of reasons for rejection or variance of any advice provided, and afford the Committee an opportunity for further consideration of the matter	Parks Minister	as soon as decisions are made
3. Notify the Board of intent to exercise powers referred to in 15.1.6, in sufficient form and detail to allow the Board to prepare its views on the matter; provide a reasonable period of time in which the Board may prepare its views on the matter, and provide an opportunity to present its views	Parks Minister or Minister's designate, Committee	prior to exercising powers
4. Review information provided and prepare and present views on the matter	Board	within reasonable period of time indicated in Activity 3
5. Give full and fair consideration to any views presented	Parks Minister or Minister's designate, Committee	after receiving views and before exercising powers
6. Make decision and inform the Board, in writing, of the decision	Parks Minister or Minister's designate, Committee	after giving full and fair consideration to views received

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
7. Exercise powers in accordance with decision	Parks Minister or Minister's designate, Committee	after informing Board of decision

OBLIGATIONS ADDRESSED:

15.1.6 The Minister or the Minister's designate and any National Park Committee shall consult with the Wek'èezhìı Renewable Resources Board when exercising its powers in relation to any matter in a national park which may affect wildlife or wildlife habitat in a part of Wek'èezhìı outside the park.

15.3.8 A National Park Committee may advise the Minister or the Minister's designate and agencies of government, as appropriate, with respect to the following matters in relation to the park:

(a) wildlife management;

(b) interim management guidelines and management plans and any amendments to them;

(c) training plans and economic and employment opportunities for Tłı̨chǫ Citizens associated with the development and operation of the park;

(d) any proposed changes to park boundaries;

(e) issuance of permits for cabins or camps which may be required for the exercise of the harvesting rights of the Tłı̨chǫ First Nation;

(f) protection of sites of cultural, spiritual or historical significance to the Tłı̨chǫ First Nation and of sites of archaeological significance;

(g) information and interpretive programs to recognize the traditional use of the park area by the Tłı̨chǫ First Nation ;

(h) research and field work conducted by or for government in the park; and

(i) any other matters which may be referred to the Committee by the Minister or agencies of government.

15.3.9 The Minister shall inform a National Park Committee in writing of reasons for rejection or variance of any advice provided and afford the Committee an opportunity for further consideration of the matter.

RELATED CLAUSES: 15.1.4, 15.1.7, 15.3

NATIONAL PARKS **Sheet # 15-4**

PROJECT: **Interim management guidelines for a national park wholly or partly in Wek'èezhìı**

RESPONSIBILITY: Canada - Parks Canada Agency (Parks), Parks Minister, Park Superintendent, National Park Committee (Committee)

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Notify the Committee of initiation of preparation of interim management guidelines for a national park wholly or partly in Wek'èezhìı, in sufficient form and detail to allow the Committee to prepare its views on the matter; provide a reasonable period of time in which the Committee may prepare its views on the matter, and provide an opportunity to present its views	Parks	within two years of the establishment of a national park
2. Review information provided and prepare and present views concerning interim management guidelines	Committee	within reasonable period of time indicated in Activity 1
3. Give full and fair consideration to any views presented	Parks	after receiving views
4. Prepare draft of interim management guidelines	Parks	within two years of the establishment of a national park, after giving full and fair consideration to any views received
5. Submit the draft of the guidelines to the Minister, including any views on the guidelines provided by the Committee	Parks	following receipt of the Committee's views, or after the expiry of a reasonable period of time
6 Review the draft guidelines, inform the Committee, in writing, of reasons for rejection or variance of any guideline proposed by the Committee, and afford the Committee an opportunity for further consideration of the matter	Parks Minister	before approving and bringing into effect the guidelines

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
7. Approve and bring into effect the interim management guidelines	Parks Minister	after informing the Committee and providing them with the opportunity for further consideration
8. Manage the park consistent with the interim management guidelines and subject to the provisions of the Agreement	Park Superintendent	until the approval of a park management plan

OBLIGATIONS ADDRESSED:

15.4.1 Interim management guidelines for a national park wholly or partly in Wek'èezhìı shall be prepared by Parks Canada, in consultation with the National Park Committee, within two years of the establishment of the national park.

15.4.2 Interim management guidelines come into effect upon approval by the Minister. Before approving the guidelines, the Minister shall inform the National Park Committee in writing of reasons for rejection or variance of any guideline proposed by the Committee and afford the Committee an opportunity for further consideration of the matter.

RELATED CLAUSES: 15.1.3, 15.1.4, 15.6.2, 15.7.2

NATIONAL PARKS **Sheet # 15-5**

PROJECT: **Management of a national park wholly or partly in Wek'èezhìı**

RESPONSIBILITY: Canada - Parks Canada Agency (Parks), Parks Minister, Park Superintendent, National Park Committee (Committee)

PARTICIPANT / LIAISON: Tłı̨chǫ Government

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Notify the Committee of initiation of preparation of a management plan for a national park wholly or partly in Wek'èezhìı, in sufficient form and detail to allow the Committee to prepare its views on the matter; provide a reasonable period of time in which the Committee may prepare its views on the matter, and provide an opportunity to present such views	Parks	within five years of the establishment of a national park
2. Provide Parks with views regarding the park management plan	Committee	within reasonable period of time indicated in Activity 1
3. Give full and fair consideration to any views presented	Parks	after receiving views
4. Prepare a draft of the proposed park management plan	Parks	after giving full and fair consideration to any views received
5. Submit the draft of the park management plan to the Minister, including any views on the plan provided by the Committee	Parks	following receipt of the Committee's views, or after the expiry of a reasonable period of time
6. Review the draft park management plan, inform the Committee, in writing, of reasons for rejection or variance of any proposal of the Committee, and afford the Committee an opportunity for further consideration of the matter, if required	Parks Minister	before approving and bringing into effect the park management plan

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
7. Approve and bring into effect the park management plan	Parks Minister	within five years of the establishment of a national park
8. Manage the park consistent with the park management plan and the provisions of the Agreement	Park Superintendent	after approval of a park management plan
9. Review the park management plan, and revise as required	Parks, Committee	initiate the first review not later than during the ninth year following approval of the plan
10. Complete the review of the plan	Parks, Committee	no more than ten years following plan approval
11. Recognize traditional and current use of lands within a national park by the Tłı̨chǫ First Nation	Parks	when developing policies and public information programs and materials

OBLIGATIONS ADDRESSED:

15.1.2 The traditional and current use of lands within a national park wholly or partly in Mǫwhì Gogha Dè Nı̨ıtłèè (NWT) by the Tłı̨chǫ First Nation shall be recognized in policies and public information programs and materials.

15.5.1 Within five years of the establishment of a national park wholly or partly in Wek'èezhìı, Parks Canada shall, in consultation with the National Park Committee, prepare a management plan for the park. The plan shall describe the policies and procedures to manage and protect the park and its resources, and shall replace the interim management guidelines.

15.5.2 A park management plan comes into effect upon approval by the Minister. Before approving the plan, the Minister shall inform the National Park Committee in writing of reasons for rejection or variance of any proposal of the Committee and afford the Committee an opportunity for further consideration of the matter.

15.5.3 A park management plan shall be reviewed and revised as required from time to time and not less than every 10 years after the plan is approved.

RELATED CLAUSES: 15.1.3, 15.1.4, 15.6.2, 15.6.6, 15.7.2

NATIONAL PARKS **Sheet # 15-6**

PROJECT: **Changing boundaries of an existing national park wholly or partly in Wek'èezhìı or Mǫwhì Gogha Dè Nı̨ıtłèè (NWT)**

RESPONSIBILITY: Canada - Parks Canada Agency (Parks), Tłı̨chǫ Government (Tłı̨chǫ)

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Notify the Tłı̨chǫ of a proposal to enlarge the boundaries of a national park wholly or partly in Mǫwhì Gogha Dè Nı̨ıtłèè (NWT) in sufficient form and detail to allow the Tłı̨chǫ to prepare their views on the matter; provide a reasonable period of time in which the Tłı̨chǫ may prepare their views on the matter, and provide an opportunity to present their views	Parks	prior to enlarging the boundaries of a national park wholly or partly in Mǫwhì Gogha Dè Nı̨ıtłèè (NWT)
2. Review information provided and prepare and present views on the matter	Tłı̨chǫ	within reasonable period of time indicated in Activity 1
3. Give full and fair consideration to any views presented	Parks	after receiving views
4. Make decision and inform the Tłı̨chǫ of decision	Parks	after giving full and fair consideration to views received
5. Enlarge the park, or do not enlarge the park, in accordance with decision made	Parks	in accordance with decision
6. Notify the Tłı̨chǫ of desire to reduce the boundaries of a national park wholly or partly in Wek'èezhìı, and seek to reach agreement on such changes	Parks	prior to reducing boundaries of a national park wholly or partly in Wek'èezhìı
7. Consider proposal and seek consent concerning boundary reduction	Tłı̨chǫ, Parks	in response to Parks request
8. Amend park boundaries to reduce the park if consent is granted by the Tłı̨chǫ	Parks	in accordance with Tłı̨chǫ consent

OBLIGATIONS ADDRESSED:

15.1.5 The boundaries of a national park wholly or partly in Mǫwhì Gogha Dè Nįįtłèè (NWT) shall not be enlarged except after consultation with the Tłįchǫ Government.

15.1.8 Once established, the boundaries of a national park wholly or partly in Wek'èezhìı shall not be reduced without the consent of the Tłįchǫ Government.

PLANNING ASSUMPTIONS:

1. There are no national parks in Wek'èezhìı or in Mǫwhì Gogha Dè Nįįtłèè (NWT) at effective date.

2. Under the *Canada National Parks Act*, the creation or enlargement of a national park, where Canada has clear title, requires an amendment to the *Act's* Schedule, which is achieved through tabling of the proposal in both Houses of Parliament, and by order of the Governor in Council. The *Act* also stipulates that prior to reducing the size of a national park, or prior to establishing one where Canada does not have clear title, consent of Parliament is required.

NATIONAL PARKS **Sheet # 15-7**

PROJECT: **Restriction by government of harvesting of plants or trees in a national park which is wholly or partly in Mǫwhì Gogha Dè Nįįtłèè (NWT)**

RESPONSIBILITY: Tłįchǫ Government (Tłįchǫ), Canada - Parks Canada Agency (Parks), National Park Committee (Committee)

PARTICIPANT / LIAISON: Government of the Northwest Territories - Resources, Wildlife and Economic Development

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Notify the Tłįchǫ of proposal to restrict the harvesting of plants or trees by a Tłįchǫ Citizen in a national park wholly or partly in Mǫwhì Gogha Dè Nįįtłèè (NWT), including the right to trade or give them away, for reasons related to the management of the park, in sufficient form and detail to allow the Tłįchǫ to prepare their views on the matter; provide a reasonable period of time in which the Tłįchǫ may prepare their views on the matter, and provide an opportunity to present their views	Parks or Committee	after the effective date, and prior to restricting harvesting, where there are no interim management guidelines approved under 15.4.2 or the park management plan approved under 15.5.2 through these guidelines or plan
2. Review information provided and prepare and present views on the matter	Tłįchǫ	within reasonable period of time indicated in Activity 1
3. Give full and fair consideration to any views presented	Parks or Committee	after receiving views and before making a final decision on the matter
4. Make final decision on restriction of harvesting, and inform the Tłįchǫ of the decision	Parks or Committee	after giving full and fair consideration to views received

OBLIGATIONS ADDRESSED:

15.7.2 Subject to 15.7.3, the harvesting of plants or trees by a Tłı̨chǫ Citizen in a national park wholly or partly in Mǫwhì Gogha Dè Nı̨ıtłèè (NWT), including the right to trade or give them away, may be restricted for reasons related to the management of the park. No such restrictions may be established after the effective date except

(a) where there are interim management guidelines approved under 15.4.2 or the park management plan approved under 15.5.2 through these guidelines or plan; or

(b) where there are no such guidelines or plan, after consultation with the Tłı̨chǫ Government.

RELATED CLAUSES: 15.4.2, 15.5.2, 15.7.3

NATIONAL PARKS **Sheet # 15-8**

PROJECT:	**Manipulation of wildlife population through a controlled hunt in a national park wholly or partly in Wek'èezhìı**
RESPONSIBILITY:	Canada - Parks Canada Agency - Park Superintendent, Tłįchǫ Government (Tłįchǫ), Tłįchǫ Citizens
PARTICIPANT / LIAISON:	Government of the Northwest Territories - Resources, Wildlife and Economic Development (RWED)

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Notify the Tłįchǫ, in writing, of intent to conduct a controlled hunt in a national park wholly or partly in Wek'èezhìı and provide information concerning any requirements in relation to conducting the hunt	Park Superintendent	upon decision to carry out a controlled hunt
2. Indicate to Park Superintendent whether or not Tłįchǫ Citizens wish to discuss carrying out any portion of the controlled hunt under the terms specified in the notice	Tłįchǫ	within reasonable time frame, as specified in the notice
3. Discuss terms and conditions of proposed controlled hunt	Tłįchǫ Citizens, Park Superintendent	as agreed, before such a controlled hunt is conducted in the national park
4. Make appropriate arrangements for the Tłįchǫ Citizens to carry out the hunt, or make alternate arrangements to conduct the controlled hunt	Park Superintendent	following discussions with Tłįchǫ Citizens regarding the controlled hunt

OBLIGATIONS ADDRESSED:

15.8.2 In the event that manipulation of wildlife populations by means of a controlled hunt is required in a national park wholly or partly in Wek'èezhìı, the Park Superintendent shall notify the Tłįchǫ Government. Tłįchǫ Citizens shall be given consideration, by the Park Superintendent, to conduct the hunt.

RELATED CLAUSES: 15.1.7, 15.7.2

PLANNING ASSUMPTIONS:

1. Where a decision has been made regarding manipulation of wildlife populations by means of a controlled hunt in a national park, the Park Superintendent will also inform RWED of that decision.

PROTECTED AREAS **Sheet # 16-1**

PROJECT: **Establishment of a protected area or change of a boundary of an established protected area**

RESPONSIBILITY: Canada, Government of the Northwest Territories - Resources, Wildlife and Economic Development (RWED), Tłı̨chǫ Government (Tłı̨chǫ), Wek'èezhìı Renewable Resources Board (Board), affected Tłı̨chǫ community government (TCG)

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Propose designation of an area wholly or partly in Mǫwhì Gogha Dè Nı̨ıtłèè (NWT) as a protected area	Canada, RWED or Tłı̨chǫ	at discretion
2. Respond to proposal	Canada or RWED	within a reasonable period of time
3. Develop a proposal to establish a protected area or to change the boundary of an existing protected area	Canada or RWED	at discretion, or in response to proposal by a Party
4. Notify the Tłı̨chǫ, where the area is to be in Mǫwhì Gogha Dè Nı̨ıtłèè (NWT), or the Board and any affected TCG, where the area is to be in Wek'èezhìı, of the proposal, in sufficient form and detail to allow them to prepare their views on the proposal; provide a reasonable period of time in which to prepare views on the matter, and provide an opportunity to prepare their views	Canada or RWED	not less than 12 months prior to the establishment of the protected area or the change in boundaries
5. Review information provided and prepare and present views on the proposal	Tłı̨chǫ, Board, TCG	within reasonable period of time indicated in Activity 4
6. Give full and fair consideration to any views presented	Canada or RWED	after receiving views and before finalizing proposal
7. Make a final decision and inform the Tłı̨chǫ, the Board and any affected TCG of the decision	Canada or RWED	after giving full and fair consideration to any views presented

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
8. Proceed in accordance with the decision on whether and how to establish the protected area or change boundaries	Canada or RWED	in accordance with the decision

OBLIGATIONS ADDRESSED:

16.1.1 At least one year prior to the establishment of any protected area or to changing the boundaries of an established protected area, government shall consult with

- (a) the Tłı̨chǫ Government, where the area is to be in Mǫwhì Gogha Dè Nı̨ıtłèè (NWT); and
- (b) the Wek’èezhìı Renewable Resources Board and any affected Tłı̨chǫ community government, where the area is to be in Wek’èezhìı.

16.1.2 Any Party may make a proposal to the other Parties for the designation of areas wholly or partly in Mǫwhì Gogha Dè Nı̨ıtłèè (NWT) as protected areas.

RELATED CLAUSES: 1.1.1 (“protected area”), 16.4.1, 16.4.2, 16.5.1

PROTECTED AREAS **Sheet # 16-2**

PROJECT: **Territorial Park Management Plans**

RESPONSIBILITY: Government of the Northwest Territories - Resources, Wildlife and Economic Development (RWED), RWED Minister, Tłı̨chǫ Government (Tłı̨chǫ), Wek'èezhìı Renewable Resources Board (Board)

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Provide an opportunity for the Tłı̨chǫ where the park is to be wholly or partly in Mǫwhì Gogha Dè Nı̨ıtłèè (NWT), and the Board where the park is to be wholly or partly in Wek'èezhìı, to participate in development of the plan for a territorial park that is larger than 130 hectares and outside a community, when preparing a park management plan	RWED	in sufficient time to permit meaningful participation in planning activities
2. Participate in development of park management plan	Tłı̨chǫ, Board	at discretion
3. Approve or reject the plan	RWED Minister	at discretion

OBLIGATIONS ADDRESSED:

16.2.1 For each territorial park wholly or partly in Mǫwhì Gogha Dè Nı̨ıtłèè (NWT) that is larger than 130 hectares and outside a community, the Government of the Northwest Territories may prepare a park management plan describing the policies which will guide the conservation and management of the park and its resources. The Tłı̨chǫ Government and, where the park is to be in wholly or partly in Wek'èezhìı, the Wek'èezhìı Renewable Resources Board, shall be invited to participate in the preparation of any such plan. A park management plan comes into effect upon approval by the Minister.

RELATED CLAUSES: 1.1.1 ("territorial park")

PROTECTED AREAS **Sheet # 16-3**

PROJECT: **Negotiation of management agreements for protected areas wholly or partly in Mǫwhì Gogha Dè Nı̨ıtłèè (NWT)**

RESPONSIBILITY: Canada, Government of the Northwest Territories - Resources, Wildlife and Economic Development (RWED), Tłı̨chǫ Government (Tłı̨chǫ), Wek'èezhìı Renewable Resources Board (Board)

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Seek to reach an agreement concerning the management of a protected area wholly or partly in Mǫwhì Gogha Dè Nı̨ıtłèè (NWT) in relation to 16.4.1	Tłı̨chǫ, Canada or RWED	upon decision to establish a protected area
2. In the absence of an agreement on the restriction of harvesting by Tłı̨chǫ Citizens under 16.4.1(f), prepare and submit a proposal to the Board	Tłı̨chǫ, Canada or RWED	at discretion, after two years following commencement of negotiations
3. Make determination on the submission, and provide written reasons to the Parties	Board	within a reasonable period of time
4. Implement any agreement reached, or implement any determination of the Board	Tłı̨chǫ, Canada or RWED	in accordance with agreement reached or upon receipt of Board decision

OBLIGATIONS ADDRESSED:

16.3.1 Subject to 16.3.2, the harvesting of wildlife, plants and trees in a protected area wholly or partly in Mǫwhì Gogha Dè Nı̨ıtłèè (NWT) by Tłı̨chǫ Citizens, including their right to trade or give them away, may be restricted for reasons related to the management of the protected area. Subject to 16.5.1, no such restrictions may be established after the effective date except through an agreement under 16.4.1 or in accordance with a determination of the Wek'èezhìı Renewable Resources Board under 16.4.2.

16.3.2 Any restrictions on harvesting by Tłı̨chǫ Citizens in a protected area wholly or partly in Mǫwhì Gogha Dè Nı̨ıtłèè (NWT) shall be no more restrictive than on harvesting by other persons.

16.4.1 An agreement may be negotiated between the Tłįchǫ Government and government in relation to the management of a protected area wholly or partly in Mǫwhì Gogha Dè Nįįtłèè (NWT). That agreement may include provisions relating to

(a) protection of sites of cultural, spiritual or historic significance to the Tłįchǫ First Nation or of archaeological significance;

(b) mitigation of potential negative impacts of the establishment of the protected area on affected Tłįchǫ Citizen harvesters and affected residents of Tłįchǫ communities;

(c) participation of the Tłįchǫ Government in management committees or other similar structures relating to the development and administration of the protected area;

(d) any management guidelines or management plan;

(e) the continued use by Tłįchǫ Citizens of camps, cabins and traditional travel routes to exercise the harvesting rights of the Tłįchǫ First Nation in the protected area;

(f) restrictions on the harvesting of wildlife, plants and trees by Tłįchǫ Citizens, including their right to trade or to give them away;

(g) the periodic review of the agreement; and

(h) other matters of concern to the affected residents of Tłįchǫ communities, the Tłįchǫ Government and government.

16.4.2 In the event that an agreement on the restriction of harvesting by Tłįchǫ Citizens under 16.4.1(f) is not concluded within two years of the commencement of negotiations, government or the Tłįchǫ Government may submit its proposal respecting such restrictions to the Wek'èezhìı Renewable Resources Board for consideration and determination. The Board shall give written reasons for a determination.

RELATED CLAUSES: 1.1.1 ("protected area"), 12.4.1, 16.1.1, 16.5.1, 16.6.1, 17.3.5

PROTECTED AREAS **Sheet # 16-4**

PROJECT: **Establishment of a protected area, change of a boundary, or restriction of harvesting in emergency situations**

RESPONSIBILITY: Canada, Government of the Northwest Territories - Resources, Wildlife and Economic Development (RWED), Tłįchǫ Government (Tłįchǫ), Wek'èezhìı Renewable Resources Board (Board), affected Tłįchǫ community government (TCG)

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Establish a protected area, change the boundaries without prior consultation, or establish restrictions on harvesting of wildlife, plants or trees by Tłįchǫ Citizens in a protected area, in the event of an emergency for reasons of conservation	Canada or RWED	as required
2. Notify the Tłįchǫ, Board and any affected TCG of reasons for the action and the terms and conditions to be attached to the management of a new protected area, in sufficient form and detail to allow them to prepare their views on the matter; provide a reasonable period of time in which they may prepare their views on the matter, and provide an opportunity to present their views	Canada or RWED	as soon as possible after taking emergency action
3. Review information provided and prepare and present views on the action and the area management terms and conditions proposal	Tłįchǫ, Board, TCG	within reasonable period of time indicated in Activity 2
4. Give full and fair consideration to any views presented	Canada or RWED	after receiving views
5. Make decision and inform the Tłįchǫ, Board and any affected TCG of the decision	Canada or RWED	after giving full and fair consideration to any views presented
6. Confirm the action, including any terms and conditions to be attached to the management of a new protected area	Canada or RWED	in accordance with decision

OBLIGATIONS ADDRESSED:

16.5.1 In the event of an emergency for reasons of conservation, government may establish a protected area or change the boundaries of such an area without prior consultation under 16.1.1 or may restrict harvesting of wildlife, plants or trees by Tłįchǫ Citizens in such an area without an agreement under 16.4.1 or a determination of the Wek'èezhìı Renewable Resources Board under 16.4.2, but shall consult with the Board, the Tłįchǫ Government and with any affected Tłįchǫ community government, as soon as possible thereafter, on the necessity of the action and, in the case of the establishment of a new protected area, the terms and conditions to be attached to the management of the area.

RELATED CLAUSES: 1.1.1 ("protected area"), 12.4.1(e), 16.1.1, 16.4.1, 16.4.2

PLANNING ASSUMPTIONS:

1. Should Canada or GNWT initiate action to create a protected area, they will also inform the other Party.

PROTECTED AREAS **Sheet # 16-5**

PROJECT: **Employment and training provisions for new protected areas wholly or partly in Wek'èezhìı**

RESPONSIBILITY: Canada, Federal Minister, Government of the Northwest Territories - Resources, Wildlife and Economic Development (RWED), RWED Minister, Tłı̨chǫ Government (Tłı̨chǫ)

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Identify any employment opportunities and appropriate training opportunities in respect of the management of a protected area wholly or partly in Wek'èezhìı and notify the Tłı̨chǫ, if employment and training opportunities are not already dealt with in a protected area agreement	RWED or Canada	early in the planning for establishment of a new protected area
2. Seek to negotiate an agreement identifying employment opportunities and appropriate training opportunities in respect of the management of a protected area wholly or partly in Wek'èezhìı	RWED or Canada, Tłı̨chǫ	after notification and before protected area established
3. Submit proposals to the Minister, if an agreement is not reached within 18 months	Tłı̨chǫ	at least 18 months following identification of employment opportunities
4. Accept or vary the proposal, giving the Tłı̨chǫ written reasons for any variance	RWED Minister or Federal Minister	on a timely basis
5. Implement the proposal as accepted or varied	RWED Minister or Federal Minister	following decision

OBLIGATIONS ADDRESSED:

16.6.1 It is the objective of the Parties that Tłı̨chǫ Citizens be employed at all occupational levels in protected areas wholly or partly in Wek'èezhìı. Government shall identify such employment opportunities in respect of the management of protected areas and shall, if there are any such opportunities, provide appropriate training opportunities for Tłı̨chǫ Citizens to assist Tłı̨chǫ Citizens to qualify for such positions. The nature and extent of these employment and training opportunities shall

(a) be set out in the Implementation Plan, for any protected area established before the effective date; or

(b) be set out in an agreement negotiated between government and the Tłı̨chǫ Government or be confirmed by the Minister under 16.6.2, for any protected area established after the effective date.

16.6.2 If government and the Tłı̨chǫ Government fail to reach an agreement referred to in 16.6.1(b) within 18 months of the identification by government of employment opportunities, the Tłı̨chǫ Government may submit its proposal for the nature and extent of the employment and training opportunities to the Minister. The Minister shall accept or vary the proposal, giving written reasons to the Tłı̨chǫ Government for any variance, and shall implement the resulting arrangements for such opportunities.

RELATED CLAUSES: 1.1.1 ("protected area"), 17.3.5

PROTECTED AREAS **Sheet # 16-6**

PROJECT: **Manipulation of wildlife populations by means of a controlled hunt in a protected area wholly or partly in Wek'èezhìı**

RESPONSIBILITY: Canada, Government of the Northwest Territories - Resources, Wildlife and Economic Development (RWED), Tłı̨chǫ Citizens

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Indicate intent to manipulate wildlife populations through a controlled hunt in a protected area wholly or partly in Wek'èezhìı and provide information regarding requirements in relation to conducting the hunt under the supervision of managers in the protected area	Canada or RWED	a reasonable period of time prior to conducting any controlled hunt in the protected area
2. Indicate whether or not they wish to discuss opportunities to carry out the controlled hunt	Tłı̨chǫ Citizens	within a reasonable period of time
3. Discuss terms and conditions of proposed controlled hunt	Tłı̨chǫ Citizens, Canada or RWED	as agreed, before such a controlled hunt is conducted in the protected area
4. Authorize the controlled hunt by Tłı̨chǫ Citizens, if agreed, or make alternate arrangements to conduct the controlled hunt	Canada or RWED	following discussions with Tłı̨chǫ Citizens regarding the controlled hunt

OBLIGATIONS ADDRESSED:

16.6.3 In the event that manipulation of wildlife populations by means of a controlled hunt is required in a protected area wholly or partly in Wek'èezhìı, Tłı̨chǫ Citizens shall be given consideration to conduct the hunt under the supervision of the managers of the protected area.

RELATED CLAUSES: 1.1.1 ("protected area")

PLANNING ASSUMPTIONS:

1. Should Canada or GNWT propose manipulation of wildlife populations by means of a controlled hunt in a protected area, they will also inform the other Party.

HERITAGE RESOURCES **Sheet # 17-1**

PROJECT: **Administration of legislation or government policy respecting Tłı̨chǫ heritage resources**

RESPONSIBILITY: Canada - Canadian Heritage, Government of the Northwest Territories - Education, Culture and Employment (EC&E), Tłı̨chǫ Government (Tłı̨chǫ)

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Notify government detailing Tłı̨chǫ concern regarding administration of Tłı̨chǫ heritage resources legislation or policy	Tłı̨chǫ	as required
2. Respond to Tłı̨chǫ concern and provide the Tłı̨chǫ with a reasonable period of time to respond with their views, and offer to meet to discuss the issue	EC&E or Canadian Heritage	in a timely fashion
3. Provide government with comments or additional information, or attend meetings to discuss, as appropriate	Tłı̨chǫ	within a reasonable period of time
4. Give full and fair consideration to views presented	EC&E or Canadian Heritage	following receipt of views
5. Decide whether and how to proceed in response to the Tłı̨chǫ concerns and provide written reasons for the decision to the Tłı̨chǫ	EC&E or Canadian Heritage	after giving full and fair consideration to views presented

OBLIGATIONS ADDRESSED:

17.1.4 Where the Tłı̨chǫ Government identifies an issue of concern arising out of the administration of legislation or government policy in respect of Tłı̨chǫ heritage resources, the government that enacted the legislation or created the policy will discuss that concern with the Tłı̨chǫ Government and provide it with written reasons for any decision on how to deal with that concern.

HERITAGE RESOURCES **Sheet # 17-2**

PROJECT: **Notification of discovery of heritage resources in Mǫwhì Gogha Dè Nı̨ıtłèè (NWT)**

RESPONSIBILITY: Government of the Northwest Territories - Education, Culture and Employment (EC&E), Tłı̨chǫ Government (Tłı̨chǫ), person with right or interest in the resource or site

PARTICIPANT / LIAISON: mediator, arbitrator

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Notify EC&E, in writing, of any non-Tłı̨chǫ heritage resource identified on Tłı̨chǫ lands	Tłı̨chǫ	as soon as practicable following identification of resource
2. Notify the Tłı̨chǫ, in writing, when a Tłı̨chǫ heritage resource is found outside Tłı̨chǫ lands but in Mǫwhì Gogha Dè Nı̨ıtłèè (NWT)	EC&E	as soon as practicable following identification of resource
3. Refer issue for chapter 6 dispute resolution where disagreement exists over whether a heritage resource is a Tłı̨chǫ heritage resource	EC&E, Tłı̨chǫ or person with right or interest in the resource or site	as desired, upon inability to reach agreement

OBLIGATIONS ADDRESSED:

17.1.6 Any dispute as to whether a heritage resource is a Tłı̨chǫ heritage resource may be referred for resolution in accordance with chapter 6 by government, the Tłı̨chǫ Government or a person with a right or interest in the resource or site where it is located.

17.2.2 The Tłı̨chǫ Government shall notify government when a heritage resource, other than a Tłı̨chǫ heritage resource, is found on Tłı̨chǫ lands.

17.2.3 Government shall notify the Tłı̨chǫ Government when a Tłı̨chǫ heritage resource is found outside Tłı̨chǫ lands but in Mǫwhì Gogha Dè Nı̨ıtłèè (NWT).

RELATED CLAUSES: 1.1.1 ("heritage resource"), chapter 6

PLANNING ASSUMPTION:

1. The *Northwest Territories Act (R.S. 1985, c. N-27), Northwest Territories Archaeological Sites Regulations, SOR/2001-219, June 14, 2001,* defines archaeological site and archaeological artifact as follows:

   "archaeological site" means a site where an archaeological artifact is found.

   "archaeological artifact" means any tangible evidence of human activity that is more than 50 years old, in respect of which an unbroken chain of possession cannot be demonstrated.

HERITAGE RESOURCES **Sheet # 17-3**

PROJECT: **Tłı̨chǫ representation on bodies with responsibilities for Tłı̨chǫ heritage resources in the Mackenzie Valley**

RESPONSIBILITY: Canada, Government of the Northwest Territories - Education, Culture and Employment (EC&E)

PARTICIPANT / LIAISON: Tłı̨chǫ Government (Tłı̨chǫ)

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Notify the Tłı̨chǫ of intent to establish a board, agency or committee under 17.2.4 and seek their views on how they should be represented	EC&E, Canada	as early as possible in the process of establishing any body under 17.2.4
2. Establish the body incorporating Tłı̨chǫ representation	EC&E, Canada	in accordance with process established

OBLIGATIONS ADDRESSED:

17.2.4 The Tłı̨chǫ Government shall have an opportunity to be represented on any board, agency or committee established by government with responsibilities restricted to the Northwest Territories that include the administration or protection of Tłı̨chǫ heritage resources in the Mackenzie Valley.

HERITAGE RESOURCES Sheet # 17-4

PROJECT: **Land use permit guidelines respecting heritage resources in Wek'èezhìı**

RESPONSIBILITY: Canada - Department of Indian Affairs and Northern Development - Northwest Territories Region (DIAND - NT Region), Government of the Northwest Territories - Education, Culture and Employment (EC&E), Tłįchǫ Government (Tłįchǫ), government, board established by government (board)

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Identify representatives to develop guidelines, and notify other Parties, in writing	DIAND - NT Region, EC&E, Tłįchǫ	as soon as possible following effective date
2. Establish working group and develop guidelines, including discussions with a board, in accordance with 17.2.5	DIAND - NT Region, EC&E, Tłįchǫ	within two years following effective date
3. Notify Parties of how the guidelines are to be incorporated into any procedures	government or board	as soon as practicable

OBLIGATIONS ADDRESSED:

17.2.5 Within two years after the effective date, to address the potential effect of land use activities on heritage resources in Wek'èezhìı, representatives of the Parties shall, in consultation with each other, develop guidelines for

(a) conditions that should be attached to a land use permit issued by government or a board established by government in respect of the presence of heritage resources on the lands to which the permit applies; and

(b) the procedure that should be followed where heritage resources are discovered on the lands to which the land use permit applies.

RELATED CLAUSES: 22.3.5, 22.3.14(d), 22.5.4

HERITAGE RESOURCES **Sheet # 17-5**

PROJECT: **Seeking advice prior to issuance of land use permits by government or a board established by government in Wek'èezhìı**

RESPONSIBILITY: government, any board established by government (board), Tłı̨chǫ Government (Tłı̨chǫ), government agency responsible for heritage resources

PARTICIPANT / LIAISON: Canada, Government of the Northwest Territories - Education, Culture and Employment

	ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1.	Forward a copy of any land use permit application made to government or a board, to the Tłı̨chǫ and government agency responsible for heritage resources; provide a reasonable period of time in which the groups and agencies may prepare their views concerning the presence of heritage resources on the lands to which the land use permit will apply, and provide an opportunity to present such views to the board	government, board	upon receipt of complete application
2.	Review information provided and prepare and present views on the matter	Tłı̨chǫ and government agency responsible for heritage resources	within reasonable period of time indicated in Activity 1
3.	Make decision concerning land use permit, taking into account advice received and any guidelines prepared under 17.2.5, if appropriate	government or board	prior to issuing a land use permit

OBLIGATIONS ADDRESSED:

17.2.6 Prior to the issuance of a land use permit by government or a board established by government in Wek'èezhìı, the government or any such board shall

(a) forward a copy of the land use permit application to the Tłı̨chǫ Government, and the government agency responsible for heritage resources; and

(b) seek advice concerning the presence of heritage resources on the lands to which the land use permit will apply from the Tłı̨chǫ Government.

RELATED CLAUSES: 17.2.5, 22.3.14

PLANNING ASSUMPTIONS:

1. Activity 1 conforms to processes as per *Mackenzie Valley Resource Management Act* (s.63, s.64), *Mackenzie Valley Land Use Regulations* (s.22(a)) and Mackenzie Valley Land and Water Board procedures.

HERITAGE RESOURCES **Sheet # 17-6**

PROJECT: **Issuance of archaeological permits on Tłı̨chǫ lands**

RESPONSIBILITY: Government of the Northwest Territories - Education, Culture and Employment (EC&E), Tłı̨chǫ Government (Tłı̨chǫ), archaeological permit applicant

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Seek to obtain written consent of the Tłı̨chǫ for archaeological work on Tłı̨chǫ lands	archaeological permit applicant	prior to applying for permit
2. Decide whether or not to give consent and notify applicant and government of decision, including any terms in accordance with 17.2.8	Tłı̨chǫ	within a reasonable time following receipt of request
3. Apply for archaeological permit on Tłı̨chǫ lands, including evidence of consent of the Tłı̨chǫ	archaeological permit applicant	after receiving consent of the Tłı̨chǫ
4. Ensure that the applicant has obtained the written consent of the Tłı̨chǫ when the work is on Tłı̨chǫ lands	EC&E	prior to issuing an archaeological permit
5. Issue archaeological permit if conditions met, including written consent from the Tłı̨chǫ; otherwise, deny permit	EC&E	after reviewing application and confirming consent of the Tłı̨chǫ
6. Undertake archaeological work in accordance with terms of permit, including factors in 17.2.8	archaeological permit applicant	following receipt of permit

OBLIGATIONS ADDRESSED:

17.2.7 Prior to issuing an archaeological permit government shall,

(a) in respect of heritage resources on Tłı̨chǫ lands, ensure that the applicant has obtained the written consent of the Tłı̨chǫ Government; and

17.2.8 All archaeological permits in respect of Tłįchǫ heritage resources in Mǫwhì Gogha Dè Nįįtłèè (NWT) shall

(a) specify plans and methods for site protection and restoration, where applicable;

(b) require consultation with the Tłįchǫ Government;

(c) provide for treatment and disposition of materials extracted; and

(d) require submission of a technical report and a non-technical report on the work completed.

RELATED CLAUSES: 17.2.7(b)

PLANNING ASSUMPTIONS:

1. The consultation referred to in 17.2.8(b) may be undertaken in a manner appropriate to the project and as specified in the terms of the permit.

2. These procedures are consistent with and complemented by the new *Northwest Territories Archaeological Sites Regulations, SOR/2001-219, June 14, 2001.*

HERITAGE RESOURCES **Sheet # 17-7**

PROJECT: **Issuance of archaeological permits in Mǫwhì Gogha Dè Nįįtłèè (NWT)**

RESPONSIBILITY: Government of the Northwest Territories - Education, Culture and Employment (EC&E), Tłįchǫ Government (Tłįchǫ), archaeological permit applicant

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Submit application for permit to carry out archaeological work in respect of Tłįchǫ heritage resources in Mǫwhì Gogha Dè Nįįtłèè (NWT)	archaeological permit applicant	prior to undertaking archaeological work
2. Notify the Tłįchǫ of receipt of application for permit to carry out archaeological work in Mǫwhì Gogha Dè Nįįtłèè (NWT), in sufficient form and detail to allow the Tłįchǫ to prepare their views on the matter; provide a reasonable period of time in which the Tłįchǫ may prepare their views on the matter, and provide an opportunity to present their views	EC&E	prior to issuing an archaeological permit
3. Review information provided and prepare and present views on the matter	Tłįchǫ	within reasonable period of time indicated in Activity 2
4. Give full and fair consideration to any views presented	EC&E	after receiving views and before issuing a permit
5. Make decision and inform the Tłįchǫ of the decision	EC&E	after giving full and fair consideration of views received
6. Issue permit, if approved	EC&E	in accordance with decision
7. Undertake archaeological work in accordance with terms of permit, including factors in 17.2.8	archaeological permit applicant	following receipt of permit

OBLIGATIONS ADDRESSED:

17.2.7 Prior to issuing an archaeological permit government shall,

...

(b) in respect of Tłı̨chǫ heritage resources elsewhere in Mǫwhì Gogha Dè Nı̨ı̨tłèè (NWT), consult with the Tłı̨chǫ Government.

17.2.8 All archaeological permits in respect of Tłı̨chǫ heritage resources in Mǫwhì Gogha Dè Nı̨ı̨tłèè (NWT) shall

(a) specify plans and methods for site protection and restoration, where applicable;

(b) require consultation with the Tłı̨chǫ Government;

(c) provide for treatment and disposition of materials extracted; and

(d) require submission of a technical report and a non-technical report on the work completed.

RELATED CLAUSES: 17.2.7(a)

PLANNING ASSUMPTIONS:

1. These procedures are consistent with and complemented by the new *Northwest Territories Archaeological Sites Regulations, SOR/2001-219, June 14, 2001.*

HERITAGE RESOURCES **Sheet # 17-8**

PROJECT: **Return of Tłı̨chǫ heritage resources to the Northwest Territories**

RESPONSIBILITY: Canada - Canadian Museum of Civilization Corporation (CMCC), Government of the Northwest Territories - Education, Culture and Employment (EC&E), Tłı̨chǫ Government (Tłı̨chǫ)

PARTICIPANT / LIAISON:

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Provide to the Tłı̨chǫ, on request, an inventory of heritage resources known to be in the possession of Canada	CMCC	on request
2. Request the return of particular heritage resources to the area, on a temporary or continuing basis	Tłı̨chǫ	at discretion
3. Work together to attain the objective in 17.3.1	CMCC, EC&E, Tłı̨chǫ	as required

OBLIGATIONS ADDRESSED:

17.3.1 It is an objective of the Parties that Tłı̨chǫ heritage resources which have been removed from the Northwest Territories be available for the benefit, study and enjoyment of Tłı̨chǫ Citizens and all other residents of the Northwest Territories. The attainment of this objective may include the return of such resources to the Northwest Territories, on a temporary or continuing basis, provided that

(a) appropriate facilities and expertise exist in the Northwest Territories which are capable of maintaining such Tłı̨chǫ heritage resources for future generations; and

(b) such relocation is compatible with the maintenance of the integrity of public archives and national and territorial heritage resource collections.

17.3.2 Government and the Tłı̨chǫ Government will work together to attain the objective in 17.3.1.

RELATED CLAUSES: chapter 6, 17.1.6, 17.3.3

HERITAGE RESOURCES **Sheet # 17-9**

PROJECT: **Return to the Tłįchǫ Government of human remains and associated grave goods from Tłįchǫ burial sites**

RESPONSIBILITY: Canada - Canadian Museum of Civilization Corporation (CMCC), Government of the Northwest Territories - Education, Culture and Employment (EC&E), Tłįchǫ Government (Tłįchǫ)

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Provide to the Tłįchǫ, on request, an inventory of any human remains and grave goods known to be in the possession of Canada	CMCC	on request
2. Request the delivery to the Tłįchǫ of any human remains and grave goods, obtained from Tłįchǫ burial sites in the Northwest Territories, held by government	Tłįchǫ	at discretion
3. Deliver any such requested material, in accordance with applicable legislation and government policies	CMCC, EC&E	at request of the Tłįchǫ
4. Make reasonable efforts to facilitate access by the Tłįchǫ to such remains and goods held by a person or body other than government	CMCC, EC&E	at request of the Tłįchǫ

OBLIGATIONS ADDRESSED:

17.3.4 At the request of the Tłįchǫ Government, government shall

(a) deliver any human remains and associated grave goods that were found in Tłįchǫ burial sites in the Northwest Territories and subsequently removed from the Northwest Territories and are still held by government to the Tłįchǫ Government in accordance with applicable legislation and government policies; and

(b) use reasonable efforts to facilitate the Tłįchǫ Government's access to Tłįchǫ artifacts and human remains of Tłįchǫ ancestry that are held in other public and private collections.

RELATED CLAUSES: 17.1.6, 17.3.1, 17.3.2, 17.3.3

HERITAGE RESOURCES

Sheet # 17-10

PROJECT: **Employment opportunities in relation to Tłı̨chǫ heritage resources in Mǫwhì Gogha Dè Nı̨ı̨tłèè (NWT)**

RESPONSIBILITY: Government of the Northwest Territories - Education, Culture and Employment (EC&E), Canada, Tłı̨chǫ Government (Tłı̨chǫ)

ACTIVITIES		RESPONSIBILITY	TIMING GUIDELINES
1.	Negotiate an agreement setting out the manner in which Tłı̨chǫ Citizens shall be given opportunities for employment in accordance with 17.3.5	EC&E, Canada, Tłı̨chǫ	when developing a new site or when negotiating a new agreement for an existing site in Mǫwhì Gogha Dè Nı̨ı̨tłèè (NWT)after effective date
2.	Notify the Tłı̨chǫ of proposed employment provisions in site or area management or work plans, in sufficient form and detail to allow the Tłı̨chǫ to prepare their views on the matter; provide a reasonable period of time in which the Tłı̨chǫ may prepare their views on the matter, and provide an opportunity to present their views	EC&E, Canada	as required, where there is no previous agreement in relation to a facility or site
3.	Review information provided and prepare and present views on the matter	Tłı̨chǫ	within reasonable period of time indicated in Activity 2
4.	Give full and fair consideration to any views presented	EC&E, Canada	after receiving views and before finalizing plans
5.	Make decision and inform the Tłı̨chǫ of the decision	EC&E, Canada	after giving full and fair consideration to views received
6.	Finalize plans incorporating employment provisions	EC&E, Canada	in accordance with decision
7.	Implement employment provisions in accordance with any plan developed	EC&E, Canada	in accordance with plan

OBLIGATIONS ADDRESSED:

17.3.5 Tłı̨chǫ Citizens shall be given opportunities for employment at public sites, museums, heritage resource projects, archaeological works and similar public facilities and projects related to Tłı̨chǫ heritage resources in Mǫwhì Gogha Dè Nı̨ı̨tłèè (NWT), in a manner to be set out in an agreement between government and the Tłı̨chǫ Government in relation to the site or area where the facility or project is located or, where there is no such agreement, in the management or work plans for the site or facility. The Tłı̨chǫ Government shall be consulted in the development of such plans.

RELATED CLAUSES: 16.4.1, 16.6.1

HERITAGE RESOURCES **Sheet # 17-11**

PROJECT: **Recognizing Tłįchǫ culture and history in public information material concerning Tłįchǫ heritage resources in Mǫwhì Gogha Dè Nįįtłèè (NWT)**

RESPONSIBILITY: Canada, Government of the Northwest Territories - Education, Culture and Employment (EC&E), Tłįchǫ Government (Tłįchǫ)

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Notify the Tłįchǫ of proposed public information material, in sufficient form and detail to allow the Tłįchǫ to prepare their views on the matter; provide a reasonable period of time in which the Tłįchǫ may prepare their views on the matter, and provide an opportunity to present their views	Canada, EC&E	prior to finalizing public information material
2. Review information provided and prepare and present views on how to appropriately recognize the culture and history of the Tłįchǫ First Nation	Tłįchǫ	within reasonable period of time indicated in Activity 1
3. Give full and fair consideration to any views presented	Canada, EC&E	after receiving views and before finalizing information material
4. Make decision and inform the Tłįchǫ of the decision	Canada, EC&E	after giving full and fair consideration to views received
5. Produce public information material	Canada, EC&E	as appropriate

OBLIGATIONS ADDRESSED:

17.3.6 Where government prepares public information material with respect to protected areas, projects and programs concerning Tłı̨chǫ heritage resources in Mǫwhì Gogha Dè Nı̨ı̨tłèè (NWT), the Tłı̨chǫ Government shall be consulted to ensure that appropriate recognition is given to the culture and history of the Tłı̨chǫ First Nation.

HERITAGE RESOURCES **Sheet # 17-12**

PROJECT: **Notification of burial sites discovered outside of cemeteries in Wek'èezhìı**

RESPONSIBILITY: Any person in Wek'èezhìı (person), Government of the Northwest Territories - Education, Culture and Employment (EC&E)

PARTICIPANT / LIAISON: Tłįchǫ Government (Tłįchǫ), mediator, arbitrator

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Notify the Tłįchǫ and EC&E of any burial site discovered outside a cemetery in Wek'èezhìı	person	as soon as possible following discovery of the site
2. Record the location of the burial site	EC&E	in accordance with established procedure

OBLIGATIONS ADDRESSED:

17.4.1 Immediately upon discovering a burial site in Wek'èezhìı outside a cemetery, a person shall notify the Tłįchǫ Government and government.

17.1.5 The location of burial sites in Wek'èezhìı other than burial sites in cemeteries shall, as they become known, be recorded by government. Government shall indicate in that record those sites known to be Tłįchǫ burial sites.

PLANNING ASSUMPTIONS:

1. The provisions of the Parks Canada Management Directive 2.3.1, "Human Remains, Cemeteries and Burial Grounds" will be applied by Canada where human remains are found in a National Park.
2. It is a requirement of the Northwest Territories *Coroners Act* (Consolidation of Coroners Act R.S.N.W.T. 1988, c. C-20, as amended by S.N.W.T. 1995, c.11) that the police or a Coroner be notified when human remains are discovered where the death appears to be from a cause other than disease, sickness or old age.
3. The Department of Education, Culture and Employment will establish a registry for recording locations of burial sites.

HERITAGE RESOURCES **Sheet # 17-13**

PROJECT: **Disturbance of Tłįchǫ burial sites on Tłįchǫ lands or in a Tłįchǫ community**

RESPONSIBILITY: Tłįchǫ Government (Tłįchǫ), any person on Tłįchǫ lands or in a Tłįchǫ community (any person)

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Obtain written consent of the Tłįchǫ when proposing to survey or disturb a Tłįchǫ burial site on Tłįchǫ lands or in a Tłįchǫ community	any person	prior to surveying or disturbing the Tłįchǫ burial site
2. Make decision concerning request and notify applicant	Tłįchǫ	within a reasonable period of time
3. Undertake proposed activity, if consent obtained from the Tłįchǫ	any person	following decision of the Tłįchǫ
4. Take appropriate measures to respect the dignity of the site and of any human remains and associated grave goods therein	any person	when surveying or disturbing a Tłįchǫ burial site

OBLIGATIONS ADDRESSED:

17.4.2 Subject to 17.4.4, a Tłįchǫ burial site on Tłįchǫ lands or in a Tłįchǫ community shall not be surveyed or disturbed without the written consent of the Tłįchǫ Government.

17.4.3 Any person surveying or disturbing a Tłįchǫ burial site shall take appropriate measures to respect the dignity of the site and of any human remains and associated grave goods therein.

RELATED CLAUSES: 17.4.4

PLANNING ASSUMPTIONS:

1. The provisions of the Parks Canada Management Directive 2.3.1, "Human Remains, Cemeteries and Burial Grounds" will be applied by Canada where human remains are found in a National Park.

2. It is a requirement of the Northwest Territories *Coroners Act* (Consolidation of Coroners Act R.S.N.W.T. 1988, c. C-20, as amended by S.N.W.T. 1995, c.11) that the police or a Coroner be notified when human remains are discovered where the death appears to be from a cause other than disease, sickness or old age.

3. The new *Northwest Territories Archaeological Sites Regulations, SOR/2001-219, June 14, 2001*, provide some definition of "survey' through the following classes of permits as defined therein:

> "Class 1 permit" means a permit that entitles the permittee to survey and document the characteristics of an archaeological site in a manner that does not alter or otherwise disturb the archaeological site.
>
> "Class 2 permit" means a permit that entitles the permittee
>
> (*a*) to survey and document the characteristics of an archaeological site;
>
> (*b*) to excavate an archaeological site;
>
> (*c*) to remove archaeological artifacts from an archaeological site; or
>
> (*d*) to otherwise alter or disturb an archaeological site.

HERITAGE RESOURCES **Sheet # 17-14**

PROJECT: **Procedures for the protection of Tłįchǫ burial sites in Wek'èezhìı**

RESPONSIBILITY: Canada, Government of the Northwest Territories - Education, Culture and Employment (EC&E), Tłįchǫ Government (Tłįchǫ)

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Request other Parties to work toward developing procedures for the protection of Tłįchǫ burial sites in Wek'èezhìı	Canada, EC&E, Tłįchǫ	at discretion
2. Develop procedures	Canada, EC&E, Tłįchǫ	as laid out in working group work plan
3. Refer matter to chapter 6 for resolution where the Parties are unable to agree on the procedures	Canada, EC&E, or Tłįchǫ	at discretion, following failure to agree on procedures
4. Finalize procedures, taking into account results of dispute resolution process	Canada, EC&E, Tłįchǫ	upon receipt of dispute resolution mediation or arbitration
5. Communicate procedures to all relevant parties	Canada, EC&E, Tłįchǫ	upon finalization of procedures

OBLIGATIONS ADDRESSED:

17.4.5 At the request of one of the Parties, the Parties shall jointly develop procedures for the protection of Tłįchǫ burial sites in Wek'èezhìı. If they fail to agree on those procedures one of the Parties may refer the matter for resolution in accordance with chapter 6.

RELATED CLAUSES: chapter 6

HERITAGE RESOURCES **Sheet # 17-15**

PROJECT: **Development of Tłı̨chǫ procedures for place naming within Tłı̨chǫ lands**

RESPONSIBILITY: Tłı̨chǫ Government (Tłı̨chǫ)

PARTICIPANT / LIAISON: Government of the Northwest Territories - Education, Culture and Employment, Canada

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Establish procedures and policies for place naming within Tłı̨chǫ lands	Tłı̨chǫ	at discretion
2. Notify government, in writing, of Tłı̨chǫ policies and procedures	Tłı̨chǫ	after developing policies or procedures

OBLIGATIONS ADDRESSED:

17.5.1 The Tłı̨chǫ Government may establish its own procedures and policies for place naming within Tłı̨chǫ lands.

RELATED CLAUSES: 17.5.2, 17.5.3, 17.5.4

HERITAGE RESOURCES **Sheet # 17-16**

PROJECT: **Place naming wholly within Tłı̨chǫ lands and Tłı̨chǫ communities**

RESPONSIBILITY: Tłı̨chǫ Government (Tłı̨chǫ), Government of the Northwest Territories - Education, Culture and Employment (EC&E), Canada - Natural Resources Canada (NRCan)

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Notify EC&E of intent to name or rename places wholly within Tłı̨chǫ lands and Tłı̨chǫ communities, in sufficient form and detail to allow EC&E to prepare its views on the matter; provide a reasonable period of time in which EC&E may prepare its views on the matter, and provide an opportunity to present their views	Tłı̨chǫ	at discretion
2. Review information provided and prepare and present views on the matter	EC&E	within reasonable period of time indicated in Activity 1
3. Give full and fair consideration to any views presented	Tłı̨chǫ	after receiving views and before making final decision on the matter
4. Make decision and provide notice of decision, in writing, to EC&E of new or changed place names	Tłı̨chǫ	after giving full and fair consideration to views received
5. Take steps necessary to recognize new name as the official place name	Tłı̨chǫ	following decision
6. Take steps necessary to recognize new name as the official place name	EC&E	upon notification
7. Include new or changed names on NTS map sheets and on other maps produced by NRCan to the extent practicable and in accordance with map production specifications	NRCan	when maps are produced or revised by Canada

OBLIGATIONS ADDRESSED:

17.5.2 The Tłįchǫ Government may, in consultation with government, name or rename lakes, rivers, mountains and other geographic features and locations wholly within Tłįchǫ lands and Tłįchǫ communities.

17.5.3 Once the Tłįchǫ Government notifies government that it has given a new place name for a lake, river, mountain or other geographic feature or location wholly within Tłįchǫ lands and Tłįchǫ communities, that new name shall be recognized as the official name by government and the Tłįchǫ Government.

17.5.6 Tłįchǫ place names recognized as official under 17.5.3 or 17.5.4 shall be included, to the extent practicable and in accordance with map production specifications of the Government of Canada, on NTS mapsheets when they are revised and on other maps when they are produced or revised by government.

RELATED CLAUSES: 17.5.1, 17.5.4

PLANNING ASSUMPTIONS:

1. Upon receipt of details of decisions to adopt or change geographical names wholly within Tłįchǫ lands and Tłįchǫ communities, EC&E will forward the information to the Secretariat for the Geographical Names Board of Canada (formerly the Canadian Permanent Committee on Geographical Names), who maintain the Canadian Geographical Names Data Base. The National Topographic System (NTS) maps will be amended to reflect these name decisions when they are produced or revised.

HERITAGE RESOURCES **Sheet # 17-17**

PROJECT: **Naming places wholly or partly in Wek'èezhìı that are located wholly or partly outside Tłı̨chǫ lands**

RESPONSIBILITY: Canada - Natural Resources Canada (NRCan), Government of the Northwest Territories - Education, Culture and Employment (EC&E), Tłı̨chǫ Government (Tłı̨chǫ)

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Request EC&E to establish a new official name or change an existing official name of a place wholly or partly in Wek'èezhìı that is located wholly or partly outside Tłı̨chǫ lands	Tłı̨chǫ	at discretion
2. Seek to reach agreement regarding the Tłı̨chǫ proposal regarding place names, taking into account the integral role that place names play in the living history of the Tłı̨chǫ First Nation	Tłı̨chǫ, EC&E	upon notification from the Tłı̨chǫ of desire to enter discussions
3. Inform the Tłı̨chǫ and NRCan, in writing, of the final decision	EC&E	following discussions
4. Include any new or changed names on NTS map sheets and on other maps produced by NRCan to the extent practicable and in accordance with map production specifications	NRCan	when maps are produced or revised by Canada

OBLIGATIONS ADDRESSED:

17.5.4 Where the Tłı̨chǫ Government requests government to establish a new official name or change an existing official name of a lake, river, mountain or other geographic feature or location wholly or partly in Wek'èezhìı that is located wholly or partly outside Tłı̨chǫ lands, government and the Tłı̨chǫ Government shall, taking into account the integral role that place names play in the living history of the Tłı̨chǫ First Nation, attempt to reach an agreement on the official name.

17.5.6 Tłı̨chǫ place names recognized as official under 17.5.3 or 17.5.4 shall be included, to the extent practicable and in accordance with map production specifications of the Government of Canada, on NTS mapsheets when they are revised and on other maps when they are produced or revised by government.

RELATED CLAUSES: 17.5.3

PLANNING ASSUMPTIONS:

1. Upon receipt of details of decisions to adopt or change geographical names in Wek'èezhìı and wholly or partly outside Tłı̨chǫ lands, EC&E will forward the information to the Secretariat for the Geographical Names Board of Canada (formerly the Canadian Permanent Committee on Geographical Names), who maintain the Canadian Geographical Names Data Base. The National Topographic System (NTS) maps will be amended to reflect these name decisions when they are produced or revised.

HERITAGE RESOURCES **Sheet # 17-18**

PROJECT: **Place naming wholly or partly in Wek'èezhìı**

RESPONSIBILITY: Government of the Northwest Territories - Education, Culture and Employment (EC&E), Tłįchǫ Government (Tłįchǫ), Canada - Natural Resources Canada (NRCan)

PARTICIPANT / LIAISON: Canada

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Provide the Tłįchǫ with notice of any proposal to name or rename a lake, river, mountain or other geographic feature or location wholly or partly in Wek'èezhìı, in sufficient form and detail to allow the Tłįchǫ to prepare their views on the matter; provide a reasonable period of time in which the Tłįchǫ may prepare their views on the matter, and provide an opportunity to present their views	EC&E	when proposal prepared
2. Review information provided and prepare and present views on the matter	Tłįchǫ	within reasonable period of time indicated in Activity 1
3. Give full and fair consideration to any views presented	EC&E	after receiving views and before making a final decision on the matter
4. Make decision and inform the Tłįchǫ and Canada of decision regarding the proposed place name	EC&E	after giving full and fair consideration to views received
5. Take steps to name or rename geographic feature	EC&E	in accordance with decision
6. Include any new or changed names on NTS map sheets and on other maps produced by NRCan to the extent practicable and in accordance with map production specifications	NRCan	when maps are produced or revised by Canada

OBLIGATIONS ADDRESSED:

17.5.5 Government will consult the Tłįchǫ Government when considering any proposal to name or rename a lake, river, mountain or other geographic feature or location wholly or partly in Wek'èezhìı.

PLANNING ASSUMPTIONS:

1. Upon receipt of details of decisions to adopt or change geographical names in Wek'èezhìı and wholly or partly outside Tłįchǫ lands, EC&E will forward the information to the Secretariat for the Geographical Names Board of Canada (formerly the Canadian Permanent Committee on Geographical Names), who maintain the Canadian Geographical Names Data Base. The National Topographic System (NTS) maps will be amended to reflect these name decisions when they are produced or revised.

TŁĮCHǪ LANDS **Sheet # 18-1**

PROJECT: **Amendment of part 2 of appendix to chapter 18**

RESPONSIBILITY: Government of the Northwest Territories - Department of Municipal and Community Affairs (MACA), MACA Minister, Canada - Department of Indian Affairs and Northern Development (DIAND), DIAND Minister, Tłı̨chǫ Government (Tłı̨chǫ)

ACTIVITIES		RESPONSIBILITY	TIMING GUIDELINES
1.	Identify and discuss proposed changes to part 2 of appendix to chapter 18 to include any interests made or granted up to the effective date	Tłı̨chǫ, DIAND, MACA	after effective date, prior to amending part 2 of the appendix to chapter 18
2.	Identify, discuss and agree upon amendment of part 2 of the appendix to correct any of the errors described in 18.1.6 (which amendments shall be deemed to have been made on the effective date)	DIAND Minister, MACA Minister, Tłı̨chǫ	up to one year after effective date
3.	Refer to dispute resolution under chapter 6 any dispute among the Parties as to whether such an interest was granted before the effective date or is still in effect immediately before that date	Tłı̨chǫ, DIAND or MACA	upon inability to resolve disagreement
4.	Have a copy of any amendments to the Agreement deposited in the Library of Parliament, the legislative library of the GNWT, the office of the Registrar of Land Titles, the main office of the Tłı̨chǫ, the libraries of DIAND at headquarters and in the NWT regional office	DIAND Minister	as soon as possible following approval of the changes

OBLIGATIONS ADDRESSED:

18.1.1 The Tłı̨chǫ Government, on behalf of the Tłı̨chǫ First Nation, is vested with title, which may be referred to as "Tłı̨chǫ title", to the lands the boundaries of which are shown on the map described in part 1 of the appendix to this chapter, totalling approximately 39,000 square kilometres, including the mines and minerals that may be found to exist within, upon or under such lands, subject to the interests listed in part 2 of the appendix to this chapter and to any renewals or replacements of such interests and to the interests granted under 18.1.2.

18.1.2 Before the effective date, a person authorized by the Dogrib Treaty 11 Council may, on behalf of the Tłįchǫ Government, execute an agreement for the granting of an interest described in part 3 of the appendix to this chapter. All such interests will come into effect on the effective date and the agreement will bind the Tłįchǫ Government on whose behalf it was executed.

18.1.3 Before the effective date, the chief negotiators may agree in writing to amend part 3 of the appendix to this chapter by adding thereto the descriptions of additional interests, and that part of the appendix shall be deemed to have been amended in accordance with such an amending agreement upon the execution of the amending agreement by the chief negotiators.

18.1.4 During the first year after the effective date, the Parties will amend part 2 of the appendix to this chapter to include any interests granted before the effective date that are still in effect immediately before that date. Any such amendment will be deemed to have been made immediately before the effective date.

18.1.5 In the case of a dispute among the Parties as to whether any interest has been granted before the effective date or is still in effect immediately before that date, one of the Parties may refer the dispute for resolution in accordance with chapter 6. Any interest that an arbitrator determines under chapter 6 to have been granted before the effective date and to still have been in effect immediately before that date shall be deemed to have been included in part 2 of the appendix to this chapter immediately before the effective date.

18.1.6 During the first year after the effective date, the Parties may amend part 2 of the appendix to this chapter to correct an error in the reference to an interest or to remove therefrom an interest that did not exist immediately before the effective date. Any such amendment will be deemed to have been made immediately before the effective date.

2.13.1 The Minister of Indian Affairs and Northern Development shall cause a copy of the Agreement and of any amendments thereto, including any instrument giving effect to an amendment, to be deposited in

(a) the Library of Parliament;

(b) the legislative library of the Government of the Northwest Territories;

(c) the main office of the Tłįchǫ Government;

(d) the library of the Department of Indian Affairs and Northern Development that is situated in the National Capital Region;

(e) the office of the Registrar of Land Titles for the Northwest Territories;

(f) the regional office of the Department of Indian Affairs and Northern Development that is situated in the Northwest Territories; and

(g) such other places as the Minister deems necessary.

RELATED CLAUSES: 2.10.1, 18.6.1, 18.7.1, appendix to chapter 18 (part 1, part 2, part 3)

PLANNING ASSUMPTIONS:

1. A copy of amendments to the Agreement will also be sent to the GNWT at the following address:

    Director of Implementation
    Ministry of Aboriginal Affairs
    Government of the Northwest Territories
    Post Office Box 1320
    Yellowknife, NT X1A 2L9

TŁĮCHǪ LANDS **Sheet # 18-2**

PROJECT: **Conveyance of Tłįchǫ lands**

RESPONSIBILITY: Canada, Tłįchǫ Government (Tłįchǫ), Government of the Northwest Territories (GNWT), GNWT - Department of Justice - Land Titles Office, expropriating authority, Tłįchǫ community government (TCG)

PARTICIPANT / LIAISON: Government of the Northwest Territories - Department of Municipal and Community Affairs, Canada - Natural Resources Canada

ACTIVITIES		**RESPONSIBILITY**	**TIMING GUIDELINES**
1.	Identify the Tłįchǫ and non-Tłįchǫ lands sought to be exchanged	Tłįchǫ, Canada, GNWT, TCG, or expropriating authority	as required
2.	Negotiate agreement on conveyance	Tłįchǫ, TCG, Canada or GNWT or expropriating authority	as soon as lands have been identified
3.	Survey the parcels of land, Tłįchǫ and non-Tłįchǫ, to be exchanged	Canada, GNWT or expropriating authority	after agreement on conveyance is reached
4.	Authorize conveyance of Tłįchǫ lands	Tłįchǫ and Canada, GNWT, or expropriating authority	after surveys are complete
5.	Serve notification to transfer title of lands to the Tłįchǫ	expropriating authority, Canada, GNWT	after conveyance is authorized
6.	Record conveyance in accordance with requirements	Land Titles Office	after conveyance is authorized

OBLIGATIONS ADDRESSED:

18.1.9 Tłįchǫ lands may only be conveyed by the Tłįchǫ Government to

(a) government or a Tłįchǫ community government; or

(b) government or another expropriating authority, in circumstances where that authority could expropriate those lands

18.1.10 The lands conveyed by the Tłıchǫ Government under 18.1.9 cease to be Tłıchǫ lands and any lands the fee simple title to which is received in exchange that are adjacent to Tłıchǫ lands become Tłıchǫ lands, if the title held by the Tłıchǫ Government includes all the minerals.

RELATED CLAUSES: 1.1.1 ("Tłıchǫ lands"), 2.10.1, 9.2.1, 18.1.11, appendix to chapter 18 (part 1, part 2, part 3), 20.1.1, 20.2.1, 20.3.1, 20.4

PLANNING ASSUMPTIONS:

1. The conveyances referred to in Activities 4 and 5 will require approvals in accordance with 2.10.1.

2. The government department or agency seeking Tłıchǫ lands will acquire administration and control of the lands to be exchanged for the Tłıchǫ lands, as appropriate.

3. If GNWT is providing lands in exchange for Tłıchǫ lands, then Canada will also need to convey the subsurface rights, if the lands are to become Tłıchǫ lands.

TŁĮCHǪ LANDS **Sheet # 18-3**

PROJECT: **Clean-up of contaminated sites on Tłı̨chǫ lands**

RESPONSIBILITY: Canada - Department of Indian Affairs and Northern Development - Northern Affairs Program (NAP)

PARTICIPANT / LIAISON: Tłı̨chǫ Government (Tłı̨chǫ), mediator, arbitrator, contractor

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Assess any sites identified in part 4 of the appendix to chapter 18 in accordance with program criteria	NAP	when undertaking a contaminated site clean-up program on Crown lands in Mǫwhì Gogha Dè Nı̨ıtłèè (NWT)
2. Inform the Tłı̨chǫ of any proposal to clean-up contaminated sites on Tłı̨chǫ lands	NAP	as soon as possible after developing proposal
3. Inform the Tłı̨chǫ, in writing, of requirements for access to Tłı̨chǫ lands for the clean-up of contaminated sites on Tłı̨chǫ lands	NAP	prior to requiring access
4. Undertake the clean-up of contaminated sites in accordance with program criteria	NAP	according to program schedule

OBLIGATIONS ADDRESSED:

18.3.1 Where government undertakes any program respecting the clean-up of contaminated sites on Crown lands in Mǫwhì Gogha Dè Nı̨ıtłèè (NWT), the program shall apply to such sites on Tłı̨chǫ lands that are listed in part 4 of the appendix to this chapter as if the lands were Crown lands.

18.3.2 After the effective date, the Parties may agree that a site not listed in part 4 of the appendix to this chapter existed on the effective date and, upon consent of the Parties, the list in that part of the appendix to this chapter shall be considered to have been amended to include that site.

18.3.4 Government shall be responsible for the costs associated with any clean-up under 18.3.1 on Tłı̨chǫ lands. This provision shall not prevent government from recovering any costs associated with the clean-up from a person who is liable for these costs.

18.3.5 There shall be no compensation payable for damage which may be caused to Tłįchǫ lands as a result of the clean-up of Tłįchǫ lands under 18.3.1.

19.6.1 Where the clean-up under 18.3.1 of a contaminated site on or surrounded by Tłįchǫ lands is conducted by government or by a person, including the Tłįchǫ Government, under contract with or funded by government, the government or person conducting the clean-up shall, for that purpose, have a right of access to the Tłįchǫ lands and waters overlying such lands and a right to use specified substances or other natural resources on Tłįchǫ lands to the extent necessary to conduct the clean-up.

19.6.2 There shall be no rental, fee, charge or other compensation payable for the exercise of the right of access or for the use of specified substances or other natural resources under 19.6.1 or for any cost incurred by the Tłįchǫ Government in relation to the resources or access.

RELATED CLAUSES: 1.1.1 ("Tłįchǫ lands"), 1.1.1 ("contaminated site"), 6.4, 6.5, appendix to chapter 18 (part 4)

FUNDING:

1. Funding will be in accordance with any clean-up program implemented by Canada

PLANNING ASSUMPTIONS:

1. Where government undertakes the clean-up of a site on or surrounded by Tłįchǫ lands, that work may be conducted by government or contracted to another person, including the Tłįchǫ Government.

TŁĮCHǪ LANDS **Sheet # 18-4**

PROJECT: **Identification of additional contaminated sites on Tłı̨chǫ lands**

RESPONSIBILITY: Canada - Department of Indian Affairs and Northern Development (DIAND) - Northern Affairs Program (NAP), DIAND Minister, Government of the Northwest Territories - Resources, Wildlife and Economic Development (RWED), RWED Minister, Tłı̨chǫ Government (Tłı̨chǫ)

PARTICIPANT / LIAISON: mediator, arbitrator

	ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1.	Notify the other parties upon identification of a contaminated site on Tłı̨chǫ lands which was not identified in part 4 of the appendix to chapter 18, but which existed on the effective date	NAP, RWED, Tłı̨chǫ	as soon as possible after identification
2.	Seek to reach agreement that the proposed site is a contaminated site which existed on the effective date	NAP, RWED, Tłı̨chǫ	as soon as possible, following notification
3.	If no agreement whether the contaminated site existed on effective date, submit the issue for resolution in accordance with chapter 6	NAP, RWED or Tłı̨chǫ	as provided by the rules of the administrator under chapter 6
4.	Amend part 4 of the appendix to chapter 18 in accordance with 18.3.1 if it is determined that a contaminated site existed on Tłı̨chǫ lands prior to the effective date	DIAND Minister, RWED Minister, Tłı̨chǫ	as soon as possible after agreement reached or following receipt of arbitrator's decision
5.	Have a copy of the amendments to the Agreement deposited in the Library of Parliament, the legislative library of the GNWT, the office of the Registrar of Land Titles, the main office of the Tłı̨chǫ, the libraries of DIAND at headquarters and in the NWT regional office	DIAND Minister	as soon as possible following approval of the changes

OBLIGATIONS ADDRESSED:

18.3.1 Where government undertakes any program respecting the clean-up of contaminated sites on Crown lands in Mǫwhì Gogha Dè Nįįtłèè (NWT), the program shall apply to such sites on Tłįchǫ lands that are listed in part 4 of the appendix to this chapter as if the lands were Crown lands.

18.3.2 After the effective date, the Parties may agree that a site not listed in part 4 of the appendix to this chapter existed on the effective date and, upon consent of the Parties, the list in that part of the appendix to this chapter shall be considered to have been amended to include that site.

18.3.3 Any dispute as to whether a contaminated site existed on the effective date may be referred for resolution in accordance with chapter 6 by a Party. If a dispute goes to an arbitrator in accordance with chapter 6 and if the arbitrator confirms that a site existed on the effective date, the list in part 4 of the appendix to this chapter shall be considered to have been amended to include that site.

2.13.1 The Minister of Indian Affairs and Northern Development shall cause a copy of the Agreement and of any amendments thereto, including any instrument giving effect to an amendment, to be deposited in

(a) the Library of Parliament;

(b) the legislative library of the Government of the Northwest Territories;

(c) the main office of the Tłįchǫ Government;

(d) the library of the Department of Indian Affairs and Northern Development that is situated in the National Capital Region;

(e) the office of the Registrar of Land Titles for the Northwest Territories;

(f) the regional office of the Department of Indian Affairs and Northern Development that is situated in the Northwest Territories; and

(g) such other places as the Minister deems necessary.

RELATED CLAUSES: 1.1.1 ("Tłįchǫ lands"), 1.1.1 ("contaminated site"), 2.10.1, 6.4, 6.5, 18.3.5, appendix to chapter 18 (part 4)

PLANNING ASSUMPTIONS:

1. A copy of amendments to the Agreement will also be sent to the GNWT at the following address:

Director of Implementation
Ministry of Aboriginal Affairs
Government of the Northwest Territories
Post Office Box 1320
Yellowknife, NT X1A 2L9

TŁĮCHǪ LANDS **Sheet # 18-5**

PROJECT: **Survey of the boundaries of Tłįchǫ lands and registration of title**

RESPONSIBILITY: Canada - Natural Resources Canada - Surveyor General, Canada - Department of Indian Affairs and Northern Development (DIAND), Government of the Northwest Territories - Department of Justice - Registrar of Land Titles, Dogrib Treaty 11 Council or Tłįchǫ Government (Tłįchǫ), Canada Land Surveyors

	ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1.	Identify the survey requirements, in accordance with chapter 18, and develop a survey program for the survey of the boundaries of the Tłįchǫ lands	Surveyor General	as soon as practical after completion of the land description
2.	Review and finalize survey program	Surveyor General, Tłįchǫ	prior to the signing the Agreement
3.	Survey the boundaries of Tłįchǫ lands in accordance with the instructions of the Surveyor General and the *Canada Lands Survey Act* and draft survey plans	Canada Land Surveyors	in accordance with the survey program
4.	Provide field notes and survey plans to the Surveyor General upon completion of the contracted survey work	Canada Land Surveyors	in accordance with the survey program
5.	Review and approve the survey plan	Surveyor General, Tłįchǫ, DIAND	in accordance with the survey program
6.	Provide survey plan to the Registrar of Land Titles	Tłįchǫ and DIAND	as soon as possible after approval of the survey plan by the Parties, approximately eight years after the Effective date
7.	Review and file survey plan	Registrar of Land Titles	upon receipt of plan
8.	Submit notice (make application) to the Registrar of Land Titles to issue title	Tłįchǫ	at discretion

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
9. Issue certificates of title to the Tłı̨chǫ	Registrar of Land Titles	as soon as possible upon receipt of notice

OBLIGATIONS ADDRESSED:

18.4.1 The Government of Canada shall survey the boundaries of Tłı̨chǫ lands in accordance with the instructions of the Surveyor General and the *Canada Lands Survey Act* within the time specified in the Implementation Plan.

18.4.2 The Government of Canada shall be responsible for the cost of the survey conducted under 18.4.1.

18.4.3 During the survey conducted under 18.4.1,

(a) those portions of seismic lines and other artificial features used as reference points for the boundaries of Tłı̨chǫ lands shall be monumented by government sufficiently, as determined by the Surveyor General, to define their location; and

(b) natural features used as reference points for boundaries of Tłı̨chǫ lands shall be photographed by government.

18.4.4 Where the map described in part 1 of the appendix to this chapter indicates that a part of a boundary of Tłı̨chǫ lands is defined by reference to natural features but, during the survey conducted under 18.4.1, it is found that the natural features

(a) are not well defined;

(b) do not exist; or

(c) are not located, in relation to other features used as reference points for the boundaries of Tłı̨chǫ lands, where the map indicates they would be,

the Surveyor General shall have the authority, in consultation with the Parties, to mark that part of the boundary on the ground and show it on the plan of survey in a location that reflects as closely as possible the intention of the Parties when the map was finalized.

18.4.5 During the survey conducted under 18.4.1, the Surveyor General, in relation to the boundaries of Tłı̨chǫ lands adjacent to the Yellowknife Highway as shown on NTS mapsheets 85 J/11, 85 J/12, 85 J/13 and 85 K/9 of the map described in part 1 of the appendix to this chapter, need not follow the exact location of the boundaries as shown on that map but shall mark the boundaries on the ground and show them on the plan of survey so that

(a) the boundary on one side of that highway is parallel to the boundary on the other side of the highway;

(b) the two boundaries are 60 metres apart; and

(c) the highway is approximately centred between the two boundaries to the extent practical.

18.4.6 The Tłįchǫ Government shall be responsible for the cost of surveys associated with the leasing and subdivision of Tłįchǫ lands.

18.4.7 Boundaries of Tłįchǫ lands that are defined by reference to natural features shall change with the movements of the natural features as long as these movements are gradual and imperceptible from moment to moment.

18.5.1 The Government of Canada shall submit to the Registrar of Land Titles for the Northwest Territories, for registration, the plan of survey of the boundaries of Tłįchǫ lands prepared under 18.4.1 as soon as possible after the plan has been signed by representatives of the Parties, signifying their acceptance of it. Upon submission of the plan in the required form, the Registrar shall register it.

18.5.2 The Tłįchǫ Government has a right to obtain a certificate of title of Tłįchǫ lands after the plan of survey prepared under 18.4.1 has been registered, upon making a request in the form prescribed by legislation.

18.5.3 Subject to 18.5.4, upon the registration of the plan of survey prepared under 18.4.1, the surveyed boundaries of Tłįchǫ lands replace the description of the boundaries of Tłįchǫ lands shown on the map described in part 1 of the appendix to this chapter, as of the effective date.

RELATED CLAUSES: 18.5.4, appendix to chapter 18 (part 1, part 2)

FUNDING:

1. The Government of Canada shall be responsible for the cost of the survey conducted under 18.4.1, and the Tłįchǫ Government shall be responsible for the costs of surveys associated with the leasing and subdivision of Tłįchǫ lands, in accordance with 18.4.6.

PLANNING ASSUMPTIONS:

1. Registration of title under 18.5 would also have to include interests registered against the title.

2. The survey program identified in Activity 1, pursuant to 18.4.1, is as follows:

Tłįchǫ Lands Survey Implementation Plan

The Tłįchǫ Lands Survey plan is scheduled to last 8 years, in order to economically advantage the Tłįchǫ communities as much as possible during the execution of the land survey.

YEAR 1

As the Tłįchǫ Agreement requires that this project be performed on the North American Datum of 1927 (NAD27). The most economical way to ensure the desired accuracy for the overall survey is to establish ground control, in year 1, for use throughout the entire 8-year project. As near to the effective date as possible, it would be important to prepare an aerial photography of all the Tłįchǫ lands boundaries including the Yellowknife highway. Targeting control points will also be necessary. Targeting the control points will provide important quality control for the aerial photography and will provide increased economy overall in the project. Strategic locations will be selected that could also be targeted for use in quality control for the aerial photography.

(Estimated number - 1 control point per 10km of boundary for a total boundary of 2900 km.).

YEAR 2

It is proposed in year 2 to do the field survey and monumentation of the Tłįchǫ lands defined by the right of way calculated from the centreline of the Yellowknife highway; It is also recommended to do the field survey and monumentation of the boundaries of the *Advanced Exploration Sites* and the *Hazardous Waste Sites*.

Note that the highway will NOT be surveyed within Tłįchǫ Community Lands.

In respect to the mineral claims, the existing surveys of mineral claims recorded in the Canada Lands Surveys Records that are not "confirmed" by the Surveyor General must be inspected on the ground prior to use on the Tłįchǫ lands survey plans. This also means that non-CLS monumentation will be replaced with satisfactory monuments. Boundaries of mineral claims that were not measured directly (i.e. traversed and shown as calculated in the Field Notes) and form boundaries of Tłįchǫ lands shall be cut out. All mineral claim boundaries not previously surveyed will be surveyed according to the Canada Mining Regulations, except that all boundaries of Tłįchǫ lands will be cut out.

YEAR 3

Proposed in year 3 is the field survey and monumentation of the Tłıchǫ lands near Tłıchǫ communities.

The aerial photography flown in year 1 should be at a larger scale for the communities. In year 3 an orthophoto map product should be prepared covering the entire parcel for each community. Orthophoto map products (1:10,000) should be prepared for delineation and depiction of all natural boundaries and filed as part of the Field Notes of the survey of Tłıchǫ lands. Monumentation in the field should be put in inter-visible (used average separation of 550m).

Monuments will be placed at intervals not exceeding one kilometre.

Marker posts will be placed at all monuments.

Monuments will be placed on either side of water bodies that are greater than 500m in width. Note that short artificial boundary monuments will also require 3 ancillary monuments.

YEAR 4

Proposed in year 4 would be the field survey and monumentation of the general South boundary of Tłıchǫ lands. There will be a preliminary determination of the location of the natural boundaries by a photogrammetrist, assisted by a CLS, done prior to entering the field; then ground truthing can commence with orthophotos in hand. As part of the Tłıchǫ boundary is comprised to a large extent by the natural boundaries (lakes and rivers) and that the existing mapping of this area is on average 25 to 40 years old and as that the Ordinary High Water Mark of most large lakes used to describe the boundaries has probably not changed considerably due to the nature of the land (Canadian Shield), there will be sections of natural boundary that will not be suitable as a boundary. This will be determined by a Canada Lands Surveyor through site inspection as smaller lakes and streams are questionable for use as legal definition for Tłıchǫ lands. Unacceptable sections of natural boundary will necessarily be replaced with a rectilinear boundary that approximates the position of the feature shown on the 1:50,000 maps used to describe Tłıchǫ lands. There are many short isolated sections of artificial boundary used to connect natural features (across rivers or narrow lake channels). These short boundaries require only two monuments and therefore must include substantial ancillary monumentation. Each short section must also have independent spatial ties and check-measurements. Here again, monuments will be inter-visible (used average separation of 550m) and monuments will be placed at intervals not exceeding one kilometre and marker posts will be placed at all monuments.

YEAR 5

Proposed in year 5 would be the field survey and monumentation of the general East boundary of Tłįchǫ lands. There will be a preliminary determination of the location of the natural boundaries by a photogrammetrist, assisted by a CLS, done prior to entering the field; then ground truthing can commence with orthophotos in hand. As part of the Tłįchǫ boundary is comprised to a large extent by the natural boundaries (lakes and rivers) and that the existing mapping of this area is on average 25 to 40 years old and as that the Ordinary High Water Mark of most large lakes used to describe the boundaries has probably not changed considerably due to the nature of the land (Canadian Shield), there will be sections of natural boundary that will not be suitable as a boundary. This will be determined by a Canada Lands Surveyor through site inspection as smaller lakes and streams are questionable for use as legal definition for Tłįchǫ Lands. Unacceptable sections of natural boundary will necessarily be replaced with a rectilinear boundary that approximates the position of the feature shown on the 1:50,000 maps used to describe Tłįchǫ Lands. There are many short isolated sections of artificial boundary used to connect natural features (across rivers or narrow lake channels). These short boundaries require only two monuments and therefore must include substantial ancillary monumentation. Each short section must also have independent spatial ties and check-measurements. Here again, monuments will be inter-visible (used average separation of 550m) and monuments will be placed at intervals not exceeding one kilometre and marker posts will be placed at all monuments.

YEAR 6

Proposed in year 6 is the field survey and monumentation of the general North boundary of Tłįchǫ lands; There will be a preliminary determination of the location of the natural boundaries by a photogrammetrist, assisted by a CLS, done prior to entering the field; then ground truthing can commence with orthophotos in hand. As part of the Tłįchǫ boundary is comprised to a large extent by the natural boundaries (lakes and rivers) and that the existing mapping of this area is on average 25 to 40 years old and as that the Ordinary High Water Mark of most large lakes used to describe the boundaries has probably not changed considerably due to the nature of the land (Canadian Shield), there will be sections of natural boundary that will not be suitable as a boundary. This will be determined by a Canada Lands Surveyor through site inspection as smaller lakes and streams are questionable for use as legal definition for Tłįchǫ lands. Unacceptable sections of natural boundary will necessarily be replaced with a rectilinear boundary that approximates the position of the feature shown on the 1:50,000 maps used to describe Tłįchǫ lands. There are many short isolated sections of artificial boundary used to connect natural features (across rivers or narrow lake channels). These short boundaries require only two monuments and therefore must include substantial ancillary monumentation. Each short section must also have independent spatial ties and check-measurements. Here again, monuments will be inter-visible (used average separation of 550m) and monuments will be placed at intervals not exceeding one kilometre and marker posts will be placed at all monuments.

YEAR 7

Proposed in year 7 would be the field survey of the general West boundary of Tłįchǫ lands. There will be a preliminary determination of the location of the natural boundaries by a photogrammetrist, assisted by a CLS, done prior to entering the field; then ground truthing can commence with orthophotos in hand. As part of the Tłįchǫ boundary is comprised to a large extent by the natural boundaries (lakes and rivers) and that the existing mapping of this area is on average 25 to 40 years old and as that the Ordinary High Water Mark of most large lakes used to describe the boundaries has probably not changed considerably due to the nature of the land (Canadian Shield), there will be sections of natural boundary that will not be suitable as a boundary. This will be determined by a Canada Lands Surveyor through site inspection, as smaller lakes and streams are questionable for use as legal definition for Tłįchǫ lands. Unacceptable sections of natural boundary will necessarily be replaced with a rectilinear boundary that approximates the position of the feature shown on the 1:50,000 maps used to describe Tłįchǫ lands. There are many short isolated sections of artificial boundary used to connect natural features (across rivers or narrow lake channels). These short boundaries require only two monuments and therefore must include substantial ancillary monumentation. Each short section must also have independent spatial ties and check-measurements. Here again, monuments will be inter-visible (used average separation of 550m) and monuments will be placed at intervals not exceeding one kilometre and marker posts will be placed at all monuments.

YEAR 8

Proposed in year 8 would be the survey of any remedial survey work identified in the previous 7 years. For example, sections identified by a Canada Lands Surveyor through site inspection where boundary problems need clarification for use as legal definition for Tłįchǫ Lands.

Creation of a single plan, showing all boundaries of Tłįchǫ lands, compiled from Survey Field Notes and existing CLSR Plans, will be prepared.

The plan will be in an Atlas format. The plan will have individual sheets at a scale of 1:50. The plan will be recorded in the Canada Lands Survey Records and will be registered at the Land Titles office.

TŁĮCHǪ LANDS **Sheet # 18-6**

PROJECT: **Disputes respecting the boundary of adjacent interests**

RESPONSIBILITY: holder of interest; institution granting interest, Minister, representative of the institution which issued the interests being disputed

PARTICIPANT / LIAISON: Government of the Northwest Territories - Department of Justice - Registrar of Land Titles (Registrar of Land Titles), Tłįchǫ Government

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Refer a dispute respecting the boundary of adjacent interests in Tłįchǫ lands to the designated representative of the institution which issued the right or interest	holder of interest	as disputes arise
2. Designate representative of institution	Minister	as soon as possible after the effective date, and after any new institutions are created
3. Seek to resolve the matter	representative of the institution which issued the interests being disputed	as soon as possible
4. Conduct a survey of the disputed boundary if the matter cannot be resolved by the institution's representative	institution granting interest	upon agreement to conduct survey
5. Submit plan of survey to Registrar of Land Titles for registration	representative of the institution which issued the interests being disputed	following acceptance of the plan by the representative

OBLIGATIONS ADDRESSED:

18.4.8 Where there is a dispute respecting the boundary of an interest that is listed in part 2 of the appendix to this chapter or that is a renewal or replacement thereof granted by government between the holder of that interest and the holder of an adjacent interest granted by the Tłįchǫ Government, either holder may refer the dispute to the designated representative of the institution from which it received that interest. Where the representative to whom the dispute was referred and the other designated representative agree, a survey shall be conducted in accordance with their agreement. The plan of survey, upon registration under 18.5, replaces any other description of the boundary. The Minister shall, for the purpose of this provision, designate who is the representative of a government institution.

18.4.9 Where a survey is conducted under 18.4.8 for an interest created by an instrument that is registered at the Land Titles Office for the Northwest Territories, the plan of the survey may, if it is signed by the representatives who agreed to it being conducted, signifying their acceptance of the plan, be submitted by one of those representatives to the Registrar of Land Titles for the Northwest Territories for registration. Upon submission of the plan in the required form, the Registrar shall register it.

18.4.10 Where a survey is conducted under 18.4.8, the plan of survey replaces any other description of the boundary of the interests upon registration if the instrument creating the interest is registered, or, in any other case, upon signing by the representatives. The costs of the survey and of the registration of the plan shall be borne equally by the institutions that granted the interests, each of which may recover its costs from the holder of the interest it granted.

RELATED CLAUSES: 18.5, appendix to chapter 18 (part 2)

FUNDING:

1. The costs of the survey and of registration of the plan of survey under 18.4.8 and 18.5 shall be borne equally by the institutions that granted the rights or interests in dispute.

TŁĮCHǪ LANDS **Sheet # 18-7**

PROJECT: **Administration of existing interests on Tłįchǫ lands**

RESPONSIBILITY: Canada - Department of Indian Affairs and Northern Development, Northern Affairs Program (NAP), Tłįchǫ Government (Tłįchǫ), holder of an interest

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Administer the interests listed in part 2 of the appendix and any renewals or replacements thereof granted under legislation, in accordance with 18.6.1	NAP	following effective date
2. Grant renewals and replacements for those interests as provided under the legislation that granted the initial right or interest	NAP	following effective date
3. Notify the Tłįchǫ of proposed changes in legislation under which those interests referred to in 18.6.1 were granted, in sufficient form and detail to allow the Tłįchǫ to prepare their views on the matter; provide a reasonable period of time in which the Tłįchǫ may prepare their views on the proposed changes, and provide an opportunity to present their views	NAP	after effective date, prior to making changes
4. Review information provided and prepare and present views on the matter	Tłįchǫ	within reasonable period of time identified in Activity 3
5. Give full and fair consideration to any views presented on the proposal	NAP	after receiving views
6. Make decision whether or not to make changes to legislation and notify the Tłįchǫ	NAP	after giving full and fair consideration to any views received

	ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
7.	Notify the Tłįchǫ of any proposal to change any interests referred to in 18.6.1, including a change to the royalties, rents or other charges that apply to them	NAP	after effective date, prior to making changes
8.	Terminate an interest referred to in 18.6.1 by the holder of that interest and the Tłįchǫ, with or without a replacement arrangement between the holder and the Tłįchǫ	Tłįchǫ, holder of an interest, NAP	upon agreement of parties, subject to agreement of the grantor of the interest

OBLIGATIONS ADDRESSED:

18.6.1 Government shall continue to administer the interests listed in part 2 of the appendix to this chapter and any renewals or replacements thereof granted by government under legislation, as if the lands had not become Tłįchǫ lands. Government shall have the power to grant renewals and replacements for those interests under that legislation, as if the lands had not become Tłįchǫ lands, except that, in the case of an interest that is not a mining right, this power does not extend to a renewal or replacement that would authorize an activity of a type or in a location not authorized by the interest renewed or replaced. For greater certainty, any dispute resolution process in the Crown lands legislation continues to apply to interests listed in part 2 of the appendix to this chapter and their renewals and replacements.

18.6.2 Subject to 18.6.5 and 25.2, government may make discretionary decisions respecting an interest referred to in 18.6.1 on the basis of government's resource management policy, including those respecting royalties, rents and other charges.

18.6.3 Government shall be under no fiduciary obligation to the Tłįchǫ First Nation or to the Tłįchǫ Government in the administration under 18.6.1 or in the decision-making under 18.6.2.

18.6.4 Government shall consult the Tłįchǫ Government before changing legislation under which any interests referred to in 18.6.1 were granted.

18.6.5 Government shall notify the Tłįchǫ Government before making any change in any interests referred to in 18.6.1, including a change to the royalties, rents or other charges that apply to them.

18.6.6 Nothing in 18.1.1 or 18.6.1 shall prevent the holder of an interest referred to in 18.6.1 and the Tłįchǫ Government from agreeing to the termination of the interest, with or without a replacement arrangement between the holder and the Tłįchǫ Government.

RELATED CLAUSES: 2.11.1, 18.1.1, appendix to chapter 18 (part 2), 25.2

PLANNING ASSUMPTIONS:

1 Administration of interests under 18.6.1 will continue using current procedures, unless otherwise agreed.

2. The requirement to consult on changes to legislation does not continue in the event that all rights and interests identified have expired.

TŁĮCHǪ LANDS

Sheet # 18-8

PROJECT: **Royalties and non-refunded rents in respect of existing interests on Tłįchǫ lands**

RESPONSIBILITY: Canada - Department of Indian Affairs and Northern Development - Northern Affairs Program (NAP)

PARTICIPANT / LIAISON: Tłįchǫ Government (Tłįchǫ)

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Identify all royalty and non-refunded rent streams in respect of existing interests on Tłįchǫ lands listed in part 2 of the appendix	NAP	as soon as possible after signing of the Agreement
2. Begin accounting for any royalties or non-refunded rents received in respect of the period after the date of the Agreement for a right or interest listed in part 2 of the appendix	NAP	as soon as possible after signing of the Agreement
3. Provide a detailed accounting for and pay to the Tłįchǫ any royalties or non-refunded rents received in respect of the period between the date of the Agreement and the effective date, for an interest listed in part 2 of the Appendix	NAP	as soon as practicable after the effective date
4. Provide a detailed accounting for and pay to the Tłįchǫ any royalties or non-refunded rents received by government in respect of the period after the effective date for an interest listed in part 2 of the appendix	NAP	as soon as practicable after each calendar year quarter

OBLIGATIONS ADDRESSED:

18.7.1 Any royalties or non-refunded rents received by government, in respect of the period between the date of the Agreement and the effective date, for an interest listed in part 2 of the appendix to this chapter, shall be accounted for by government and an equal amount paid to the Tłįchǫ Government as soon as practicable after the effective date.

18.7.2 Any royalties or non-refunded rents received by government in respect of the period after the effective date for an interest listed in part 2 of the appendix to this chapter or for any replacement thereof shall be accounted for by government and an equal amount paid to the Tłįchǫ Government as soon as practicable after each calendar year quarter.

18.7.3 Amounts payable by government under 18.7.1 and 18.7.2 and amounts payable to another Aboriginal people under any similar provision in another land claims agreement in the Mackenzie Valley shall not be considered as amounts received by government for the purpose of 25.1.2.

RELATED CLAUSES: 1.1.1 ("date of the agreement"), 1.1.1 ("effective date"), 18.1.1, appendix to chapter 18 (part 2), 25.1.2

PLANNING ASSUMPTIONS:

1. "Any royalties or non-refunded rents received by government in respect of the period" in 18.7.2 recognizes a delay in receipt by government of such amounts, and also allows for adjustments which may occur in respect to amounts for previous periods which have already been paid to the Tłįchǫ.

TŁĮCHǪ LANDS **Sheet # 18-9**

PROJECT: **Sharing of excess mineral revenues from Tłı̨chǫ lands**

RESPONSIBILITY: Tłı̨chǫ Government (Tłı̨chǫ)

PARTICIPANT / LIAISON: other Aboriginal people who have completed land claims agreements in the Mackenzie Valley

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Share excess mineral revenues with the Aboriginal people who have completed land claims agreements in the Mackenzie Valley	Tłı̨chǫ	in the event that excess mineral revenues are earned by the Tłı̨chǫ

OBLIGATIONS ADDRESSED:

18.8.1 The Tłı̨chǫ Government shall share any excess mineral revenues with the Aboriginal people who have completed land claims agreements in the Mackenzie Valley.

RELATED CLAUSES: 1.1.1 ("excess mineral revenues", "land claims agreement")

PLANNING ASSUMPTIONS:

1. It is assumed that the Parties will, following the effective date, establish a process to ensure the sharing of any excess revenues will occur in accordance with 18.8.1.

ACCESS TO TŁĮCHǪ LANDS

Sheet # 19-1

PROJECT: **Establishment of conditions for the exercise of access to Tłı̨chǫ lands**

RESPONSIBILITY: Canada - Department of Indian Affairs and Northern Development - Northern Affairs Program (NAP), Government of the Northwest Territories - Ministry of Aboriginal Affairs (MAA), Tłı̨chǫ Government (Tłı̨chǫ)

PARTICIPANT / LIAISON: mediator, arbitrator

ACTIVITIES		RESPONSIBILITY	TIMING GUIDELINES
1.	Draft conditions in accordance with 19.1.10, if the Tłı̨chǫ wish to establish conditions for the exercise of access to Tłı̨chǫ lands	Tłı̨chǫ	as desired, after the effective date
2.	Present proposed conditions to NAP and MAA and enter into discussions	Tłı̨chǫ, NAP, MAA	after the effective date
3.	Reach agreement on conditions for the exercise of access to Tłı̨chǫ lands	Tłı̨chǫ, NAP, MAA	following discussion
	OR		
	Refer issue to dispute resolution in accordance with the process outlined in Sheets # 6-4 and # 6-5	Tłı̨chǫ	at discretion, following discussion, if agreement is not reached
4.	Establish conditions based upon agreement reached or as resolved through the dispute resolution process	Tłı̨chǫ	following agreement or resolution
5.	Make the conditions generally known to the potential users who will be affected	Tłı̨chǫ	immediately following establishment of conditions

OBLIGATIONS ADDRESSED:

19.1.6 Unless otherwise provided in an agreement with the Tłįchǫ Government, the exercise of the rights of access under 19.2.1, 19.4.1, 19.4.5 and 19.5.1 is subject to the condition that the person exercising the right of access

(a) does not cause any significant damage to Tłįchǫ lands, and is responsible for any such damage;

(b) does not commit any mischief on Tłįchǫ lands; and

(c) does not significantly interfere with the use and peaceable enjoyment of Tłįchǫ lands by a Tłįchǫ Citizen or the Tłįchǫ First Nation.

19.1.7 Except for compensation payable for significant damage under 19.1.6(a), and unless otherwise provided by legislation enacted after consultation with the Tłįchǫ Government, there shall be no rental, fee, charge or other compensation payable for the exercise of the rights of access under 19.2.1, 19.3.1, 19.3.2, 19.4.1, 19.4.5, 19.5.1, 19.5.3, 19.5.4, 19.5.6, 19.5.8, 19.5.9, 19.8.1 and 19.8.2, or for any cost incurred by the Tłįchǫ Government in relation to the access.

19.1.8 The Tłįchǫ Government may not establish conditions for the exercise of access rights under this chapter, except conditions agreed to by government in accordance with 19.1.9, conditions allowed by 19.2.3 or conditions established in accordance with chapter 6 where that process is expressly provided for by this chapter. This provision is not intended to restrict the establishment of any conditions agreed to by a person to whom such conditions would apply.

19.1.9 Subject to 19.1.10 and 19.1.11, the Tłįchǫ Government may establish conditions for the exercise of access rights under 19.2.1, 19.4.1, 19.4.5, 19.5.1, 19.8.1 or 19.8.2 that are agreed to by government or, failing such agreement, that are established in accordance with chapter 6. Where government and the Tłįchǫ Government do not reach agreement on the establishment of a proposed condition, the Tłįchǫ Government may refer the dispute for resolution in accordance with chapter 6.

19.1.10 Conditions established in accordance with 19.1.9, whether through agreement with government or the process set out in chapter 6, may only consist of

(a) the identification of specific areas or locations, seasons of the year or times of the day in respect of which the access rights may not be exercised in order to
  (i) protect the environment,
  (ii) avoid conflict with harvesting by the Tłįchǫ Citizens or with other uses of the land by the Tłįchǫ Citizens,
  (iii) conserve wildlife or wildlife habitat, or
  (iv) protect Tłįchǫ communities or camps; or

(b) requirements for notice or registration by persons exercising the access rights.

19.1.11 Conditions may not be established in accordance with 19.1.9, whether through agreement with government or the process set out in chapter 6, for the exercise of access rights in relation to law enforcement, investigations or inspections under the law of Canada.

RELATED CLAUSES:	chapter 6, 7.5.10, 10.5, 10.6, 19.2.1, 19.2.3, 19.3.1, 19.3.2, 19.4.1, 19.4.5, 19.5.1, 19.5.3, 19.5.4, 19.5.6, 19.5.8, 19.5.9, 19.8.1, 19.8.2

ACCESS TO TŁĮCHǪ LANDS **Sheet # 19-2**

PROJECT: **Enactment of legislation providing for compensation payable for rights of access to Tłı̨chǫ lands**

RESPONSIBILITY: Canada, Government of the Northwest Territories (GNWT), Tłı̨chǫ Government (Tłı̨chǫ)

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Propose the enactment of legislation as provided in 19.1.7	Tłı̨chǫ	at discretion
2. Notify the Tłı̨chǫ of proposal to enact legislation in relation to 19.1.7, in sufficient form and detail to allow the Tłı̨chǫ to prepare their views on the matter; provide a reasonable period of time in which the Tłı̨chǫ may prepare their views on the matter, and provide an opportunity to present their views	Canada or GNWT	while developing legislation at initiative of government or at request of the Tłı̨chǫ
3. Review information provided and prepare and present views on the proposal	Tłı̨chǫ	within reasonable period of time identified in Activity 2
4. Give full and fair consideration to any views presented	Canada or GNWT	after receiving views and before making final decision on the matter
5. Make decision whether to proceed with the legislation, and inform the Tłı̨chǫ of the decision	Canada or GNWT	after giving full and fair consideration to views received
6. Introduce legislation, if decision is to proceed	Canada or GNWT	in accordance with decision made
7. Apply rental, fee, charge or other compensation payable for the exercise of the rights of access under 19.2.1, 19.3.1, 19.3.2, 19.4.1, 19.4.5, 19.5.1, 19.5.3, 19.5.4, 19.5.6, 19.5.8, 19.5.9, 19.8.1 and 19.8.2, or for any cost incurred by the Tłı̨chǫ in relation to the access	Tłı̨chǫ	as provided for in any legislation enacted for this purpose

OBLIGATIONS ADDRESSED:

19.1.6 Unless otherwise provided in an agreement with the Tłįchǫ Government, the exercise of the rights of access under 19.2.1, 19.4.1, 19.4.5 and 19.5.1 is subject to the condition that the person exercising the right of access

(a) does not cause any significant damage to Tłįchǫ lands, and is responsible for any such damage;

(b) does not commit any mischief on Tłįchǫ lands; and

(c) does not significantly interfere with the use and peaceable enjoyment of Tłįchǫ lands by a Tłįchǫ Citizen or the Tłįchǫ First Nation.

19.1.7 Except for compensation payable for significant damage under 19.1.6(a), and unless otherwise provided by legislation enacted after consultation with the Tłįchǫ Government, there shall be no rental, fee, charge or other compensation payable for the exercise of the rights of access under 19.2.1, 19.3.1, 19.3.2, 19.4.1, 19.4.5, 19.5.1, 19.5.3, 19.5.4, 19.5.6, 19.5.8, 19.5.9, 19.8.1, and 19.8.2, or for any cost incurred by the Tłįchǫ Government in relation to the access.

RELATED CLAUSES: 19.2.1, 19.2.3, 19.3.1, 19.3.2, 19.4.1, 19.4.5, 19.5.1, 19.5.3, 19.5.4, 19.5.6, 19.5.8, 19.5.9, 19.8.1, 19.8.2

ACCESS TO TŁĮCHǪ LANDS **Sheet # 19-3**

PROJECT: **Non-commercial access to Tłı̨chǫ lands**

RESPONSIBILITY: Tłı̨chǫ Government (Tłı̨chǫ), persons accessing Tłı̨chǫ lands for non-commercial purposes

PARTICIPANT / LIAISON: Canada - Department of Indian Affairs and Northern Development, Government of the Northwest Territories

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Identify routes for access purposes, and specify any restrictions in accordance with 19.2.4(b)	Tłı̨chǫ	at discretion
2. Exercise right of access on routes identified by the Tłı̨chǫ in accordance with restrictions noted	persons accessing Tłı̨chǫ lands for non-commercial purposes	as desired
3. Provide prior notice to the Tłı̨chǫ, where practicable, when exercising right of access for the purpose of reaching adjacent lands or waters to exercise a right, interest or privilege on those adjacent lands or waters when using a route not identified by the Tłı̨chǫ or on a route being used for such access on a regular basis	persons accessing Tłı̨chǫ lands for non-commercial purposes	prior to exercising right of access on Tłı̨chǫ lands

OBLIGATIONS ADDRESSED:

19.2.4 Except where 19.2.5 applies, if the right of access under 19.2.1 is exercised for the purpose of reaching adjacent lands or waters to exercise a right, interest or privilege on those adjacent lands or waters, such as to go to or from a place of work or to or from a place of recreation, it shall, where practicable, take place

(a) upon prior notice to the Tłı̨chǫ Government;

(b) on a route identified for that purpose by the Tłı̨chǫ Government in accordance with any restrictions specified by it; or

(c) on a route being used for such access on a regular basis, whether year round or intermittently, if the exercise of such access does not cause significant alteration in the use of the route.

19.2.5 Where, in the course of exercising the right of access under 19.2.1, a person enters or leaves a Tłįchǫ community, that person shall, to the extent possible, use a route that is being used for such access on a regular basis, whether year round or intermittently, and shall not cause significant alteration in the use of the route.

RELATED CLAUSES: 19.2.1

ACCESS TO TŁĮCHǪ LANDS

Sheet # 19-4

PROJECT: **Access to Tłįchǫ lands by the holder of an existing interest or land use permit on Tłįchǫ lands**

RESPONSIBILITY: Tłįchǫ Government (Tłįchǫ), person holding a land use permit or an interest in Tłįchǫ land

PARTICIPANT / LIAISON: mediator, arbitrator

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Notify the Tłįchǫ that exercise of their right of access under 19.3.1 or 19.3.2 would involve activity or location not authorized at effective date	person holding a land use permit or an interest in Tłįchǫ land	prior to exercising right of access after the effective date
2. Reach agreement on access OR	person holding a land use permit or an interest in Tłįchǫ land, Tłįchǫ	following request for access
Submit dispute for resolution in accordance with the process outlined in Sheets # 6-4 and # 6-5	person holding a land use permit or an interest in Tłįchǫ land	following request for access, if agreement not reached
3. Exercise right of access subject to conditions established by agreement or as resolved through the dispute resolution process	person holding a land use permit or an interest in Tłįchǫ land	following establishment of conditions of access

OBLIGATIONS ADDRESSED:

19.3.1 Subject to 19.3.3, the holder of an interest in an excluded parcel listed in part 1 of the appendix to chapter 18 or the holder of an interest listed in part 2 of the appendix to chapter 18, including a renewal or replacement, has a right of access to Tłįchǫ lands and waters overlying such lands to allow the exercise of that interest.

19.3.2 Subject to 19.3.3, the holder of a land use permit granted by the Mackenzie Valley Land and Water Board before the effective date has a right of access to Tłįchǫ lands and waters overlying such lands to allow the exercise of that permit.

19.3.3 Where the exercise of the right of access under 19.3.1 or 19.3.2 involves any activity of a type or in a location not authorized at the effective date, the exercise of that right of access is subject to the agreement of the Tłı̨chǫ Government or, failing such agreement, to conditions established in accordance with chapter 6. Where the person with the right of access and the Tłı̨chǫ Government do not reach agreement on conditions for the exercise of that right of access, the person with the right of access may refer the dispute for resolution in accordance with chapter 6, but may not exercise it until the dispute has been resolved.

19.3.4 The rights of access under 19.3.1 and 19.3.2 extend to any employee, client or guest of the holder of the right or interest.

RELATED CLAUSES: 6.4, 6.5, 6.6, 19.1.7, appendix to chapter 18 (part 2)

EXPLANATORY NOTE:

1. If a Surface Rights Board is established, as described in 6.6.1, then the matters specified in 19.3.3 will be referred to the Surface Rights Board, instead of an arbitrator.

ACCESS TO TŁĮCHǪ LANDS **Sheet # 19-5**

PROJECT: **Access to navigable rivers, portages and waterfront lands on Tłı̨chǫ lands when travelling by water in the course of conducting a commercial activity**

RESPONSIBILITY: Tłı̨chǫ Government (Tłı̨chǫ), person conducting commercial activity

PARTICIPANT / LIAISON: mediator, arbitrator

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Give prior notice to the Tłı̨chǫ before access under 19.4.1 to any portages on Tłı̨chǫ lands and Tłı̨chǫ lands that are waterfront lands	person conducting commercial activity	prior to exercising right of access
2. Notify the Tłı̨chǫ that exercise of their right of access under 19.4.1 will be unable to comply with the conditions set out in 19.1.6, 19.4.2 and 19.4.3	person conducting commercial activity	prior to exercising right of access
3. Negotiate agreement with the Tłı̨chǫ on conditions for access under 19.4.4	person conducting commercial activity, Tłı̨chǫ	prior to exercising right of access
OR		
Submit issue to dispute resolution in accordance with the process outlined in Sheets # 6-4 and # 6-5	person conducting commercial activity	prior to exercising right of access, where agreement cannot be reached for access sought
4. Exercise right of access subject to conditions established by agreement or as resolved through the dispute resolution process	person conducting commercial activity	following establishment of conditions of access

OBLIGATIONS ADDRESSED:

19.4.1 Subject to 19.1.6, 19.1.9, 19.4.2, and 19.4.3, any person has, for travel by water in the course of conducting a commercial activity, a right of access to

(a) any navigable river that overlies Tłı̨chǫ lands and any other navigable water body that overlies Tłı̨chǫ lands where the other water body can be entered from a navigable river;

(b) portages on Tłįchǫ lands associated with a navigable river or other navigable water body that can be entered from a navigable river; and

(c) Tłįchǫ lands that are waterfront lands.

19.4.2 The right of access under 19.4.1 must be exercised using the most direct route and by minimizing use of the portages and waterfront lands.

19.4.3 The right of access under 19.4.1 to portages on Tłįchǫ lands and to Tłįchǫ lands that are waterfront lands

(a) is subject to prior notice being given to the Tłįchǫ Government; and

(b) does not include the right to engage in any commercial activity, other than an activity that is necessarily incidental to travel, or to establishing any permanent or seasonal camp or structure.

19.4.4 Where a person is unable to comply with the conditions set out in 19.1.6, 19.4.2 and 19.4.3, that person has a right of access to the places listed in 19.4.1 for the purpose of travelling by water in the course of conducting a commercial activity, with the agreement of the Tłįchǫ Government or, failing such agreement, on conditions established in accordance with chapter 6. Where the person with the right of access and the Tłįchǫ Government do not reach agreement on conditions for the exercise of that right of access, the person with the right of access may refer the dispute for resolution in accordance with chapter 6, but may not exercise it until the dispute has been resolved.

RELATED CLAUSES: 6.4, 6.5, 6.6, 19.1.6, 19.1.9

EXPLANATORY NOTE:

1. If a Surface Rights Board is established, as described in 6.6.1, then the matters specified in 19.4.4 will be referred to the Surface Rights Board, instead of an arbitrator.

ACCESS TO TŁĮCHǪ LANDS **Sheet # 19-6**

PROJECT: **Access to Tłı̨chǫ lands or to waters overlying such lands to reach adjacent lands or waters for commercial purposes**

RESPONSIBILITY: Tłı̨chǫ Government (Tłı̨chǫ), person seeking access for commercial purposes

PARTICIPANT / LIAISON: mediator, arbitrator

	ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1.	Give prior notice to the Tłı̨chǫ where accessing, Tłı̨chǫ lands, or waters overlying such lands, to reach adjacent lands or waters for commercial purposes, subject to 19.4.5(a) and any conditions established under 19.1.9	person seeking access for commercial purposes	prior to exercising right of access
2.	Notify the Tłı̨chǫ, in writing, that exercise of their right of access under 19.4.1 will be unable to comply with the conditions applicable to the right of access under 19.4.5	person seeking access for commercial purposes	prior to exercising right of access
3.	Negotiate agreement with the Tłı̨chǫ on conditions for access under 19.4.6	person seeking access for commercial purposes, Tłı̨chǫ	prior to exercising right of access
	OR		
	Submit issue to dispute resolution in accordance with the process outlined in Sheets # 6-4 and # 6-5	person seeking access for commercial purposes	prior to exercising right of access, where agreement cannot be reached for access sought
4.	Exercise right of access subject to conditions established by agreement or as resolved through the dispute resolution process	person seeking access for commercial purposes	following establishment of conditions of access

OBLIGATIONS ADDRESSED:

19.4.5 Subject to 19.1.6 and 19.1.9, any person who requires access to Tłı̨chǫ lands or to waters overlying such lands to reach adjacent lands or waters for commercial purposes has a right to such access provided that

(a) the access is of a casual and insignificant nature and prior notice is given to the Tłı̨chǫ Government; or

(b) the route is being used for such access on a regular basis, whether year round or intermittently and the exercise of such access does not result in a significant alteration in the use of the route.

19.4.6 Subject to 19.4.7 and 19.4.8, where a person is unable to comply with the conditions applicable to the right of access under 19.4.5, that person has a right of access to Tłı̨chǫ lands or to waters overlying such lands to reach adjacent lands or waters for a commercial purpose with the agreement of the Tłı̨chǫ Government or, failing such agreement, on conditions established in accordance with chapter 6. Where the person with the right of access and the Tłı̨chǫ Government do not reach agreement on conditions for the exercise of that right of access, the person with the right of access may refer the dispute for resolution in accordance with chapter 6, but may not exercise it until the dispute has been resolved.

RELATED CLAUSES: 6.4, 6.5, 6.6, 19.1.6, 19.1.7, 19.1.9, 19.4.1, 19.4.2, 19.4.7, 19.4.8

EXPLANATORY NOTE:

1. If a Surface Rights Board is established, as described in 6.6.1, then the matters specified in 19.4.6 and 19.4.7 will be referred to the Surface Rights Board, instead of an arbitrator.

ACCESS TO TŁĮCHǪ LANDS **Sheet # 19-7**

PROJECT: **Government access to Tłı̨chǫ lands**

RESPONSIBILITY: Canada, Canada - Canadian Department of National Defence and the Canadian Forces (DND/CF), Government of the Northwest Territories (GNWT)

PARTICIPANT / LIAISON: Tłı̨chǫ Government (Tłı̨chǫ)

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Give prior notice to the Tłı̨chǫ when accessing Tłı̨chǫ lands and waters for purposes in 19.5.1 when reasonable to do so	Canada, DND/CF, GNWT	prior to exercising right of access

OBLIGATIONS ADDRESSED:

19.5.1 Subject to 19.1.6, 19.1.9 and 19.5.2, agents, employees, contractors of government, members of the Canadian Forces and peace officers have a right of access to Tłı̨chǫ lands and waters overlying such lands and to use natural resources incidental to such access to deliver and manage government programs and services, to carry out duties under the law of Canada and to respond to emergencies. Government shall give prior notice of such access to the Tłı̨chǫ Government when it is reasonable to do so.

RELATED CLAUSES: 19.1.6, 19.1.7, 19.1.9, 19.5.2

PLANNING ASSUMPTIONS:

1. The Parties may choose to agree on protocols which identify certain classes or categories of access which are exempt from the requirement of prior notice.

2. Where government does not provide prior notice to the Tłı̨chǫ Government, it will provide notice after the fact, to the Tłı̨chǫ Government, where it is reasonable to do so.

ACCESS TO TŁĮCHǪ LANDS **Sheet # 19-8**

PROJECT: **Continuous use and occupancy of Tłįchǫ lands for government purposes**

RESPONSIBILITY: Canada, Government of the Northwest Territories (GNWT), Tłįchǫ Government (Tłįchǫ)

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Notify the Tłįchǫ, in writing, that government requires the continuous use or occupancy of Tłįchǫ lands for a government purpose	Canada or GNWT	as soon as possible after it is known that continuous use or occupancy is required
2. Notify government, in writing, whether the Tłįchǫ wish government to acquire an interest in the lands	Tłįchǫ	in a timely fashion
3. Seek to reach agreement under 19.5.2 if the Tłįchǫ express a desire to negotiate an agreement	Tłįchǫ, Canada or GNWT	following notification
OR		
Seek to acquire the land in accordance with the process outlined in Sheet # 20-1	Canada or GNWT	at discretion, following notification, if agreement is not reached
4. Use or occupy land in accordance with conditions of the agreement under 19.5.2 or 20.2.1, or pursuant to expropriation	Canada or GNWT	after an agreement is reached or expropriation

OBLIGATIONS ADDRESSED:

19.5.1 Subject to 19.1.6, 19.1.9 and 19.5.2, agents, employees, contractors of government, members of the Canadian Forces and peace officers have a right of access to Tłįchǫ lands and waters overlying such lands and to use natural resources incidental to such access to deliver and manage government programs and services, to carry out duties under the law of Canada and to respond to emergencies. Government shall give prior notice of such access to the Tłįchǫ Government when it is reasonable to do so.

19.5.2 Except as provided by 19.5.3, 19.5.9 or 19.8.1, if government requires the continuous use or occupancy of Tłı̨chǫ lands for more than two years, the Tłı̨chǫ Government may require government to acquire an interest in the lands for that purpose by agreement or under chapter 20.

RELATED CLAUSES: 19.1.6, 19.1.7, 19.1.9, 19.5.3, 19.5.9, 19.8.1, Chapter 20

ACCESS TO TŁĮCHǪ LANDS **Sheet # 19-9**

PROJECT: **Use of Tłįchǫ lands for navigational aids and safety devices along navigable waters**

RESPONSIBILITY: Canada - Department of Fisheries and Oceans - Canadian Coast Guard (CCG), Tłįchǫ Government (Tłįchǫ)

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Notify the Tłįchǫ of any proposal to establish navigational aids and safety devices along the shorelines of navigable waters in accordance with 19.5.3, in sufficient form and detail to allow the Tłįchǫ to prepare their views on the matter; provide a reasonable period of time in which the Tłįchǫ may prepare their views on the matter, and provide an opportunity to present their views	CCG	prior to the start of a navigation season
2. Review information provided and prepare and present views on the matter	Tłįchǫ	within reasonable period of time indicated in Activity 1
3. Give full and fair consideration to any views presented	CCG	after receiving views and before installing devices
4. Make decision and inform the Tłįchǫ of the decision	CCG	after giving full and fair consideration to views received
5. Establish navigational aids or safety devices	CCG	in accordance with decision

OBLIGATIONS ADDRESSED:

19.5.3 Government may establish, on Tłįchǫ lands, after consultation with the Tłįchǫ Government prior to the start of a navigation season, navigational aids and safety devices along the shorelines of navigable waters provided that the area occupied by each such navigational aid or safety device does not exceed

(a) two hectares, for range markers and buoy transits; or

(b) 0.1 hectare, for single beacons.

RELATED CLAUSES: 19.5.2

PLANNING ASSUMPTIONS:

1. The Coast Guard will give periodic written reports to the Tłįchǫ if field operations during the navigation season require modification of their plans.

ACCESS TO TŁĮCHǪ LANDS **Sheet # 19-10**

PROJECT: **Use of Tłı̨chǫ lands for military manoeuvres**

RESPONSIBILITY: Canada - Department of National Defence and the Canadian Forces (DND/CF), Canada - Minister of National Defence, Tłı̨chǫ Government (Tłı̨chǫ)

PARTICIPANT / LIAISON: mediator; arbitrator

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Notify the Tłı̨chǫ, in writing, that government wishes to exercise right of access for military manoeuvres	DND/CF	prior to exercising right of access
2. Attempt to negotiate agreement regarding access for military manoeuvres	Tłı̨chǫ, DND/CF	following notification of requirement
OR		
Submit issue for resolution in accordance with the process outlined in Sheets # 6-4 and # 6-5	Minister of National Defence	following notification of requirement, if unable to reach agreement
3. Exercise right of access subject to conditions established by agreement or as resolved through the dispute resolution process	DND/CF	following agreement or establishment of conditions

OBLIGATIONS ADDRESSED:

19.5.4 The Department of National Defence and the Canadian Forces have a right of access to Tłı̨chǫ lands and waters overlying such lands for military manoeuvres with the agreement of the Tłı̨chǫ Government or, failing agreement, on conditions established in accordance with chapter 6. Where the Minister of National Defence and the Tłı̨chǫ Government do not reach agreement on conditions for the exercise of that right of access, the Minister of National Defence may refer the dispute for resolution in accordance with chapter 6, but that Department and those Forces may not exercise it until the dispute has been resolved.

19.5.5 Nothing in 19.5.4 is intended to limit the authority of the Minister of National Defence under section 257 of the *National Defence Act.*, R.S. 1985, c. N-5.

RELATED CLAUSES: 6.4, 6.5, 10.5.3(a), 19.5.1

PLANNING ASSUMPTIONS:

1. The *National Defence Act* section 257 defines "military manoeuvres" as "For the purpose of training the Canadian Forces, the Minister may authorize the execution of military exercises or movements over and on such parts of Canada and during such periods as are specified."

ACCESS TO TŁĮCHǪ LANDS

Sheet # 19-11

PROJECT: **Access to Tłįchǫ lands for study by public utilities**

RESPONSIBILITY: public utility, Tłįchǫ Government (Tłįchǫ)

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Notify the Tłįchǫ of a proposal to carry out assessments, surveys and studies, in sufficient form and detail to allow the Tłįchǫ to prepare their views on the matter; provide a reasonable period of time in which the Tłįchǫ may prepare their views on the matter, and provide an opportunity to present their views	public utility	prior to exercising right of access
2. Review information provided and prepare and present views on the matter	Tłįchǫ	within reasonable period of time indicated in Activity 1
3. Give full and fair consideration to any views presented	public utility	after receiving views and before undertaking assessments, surveys or studies
4. Make decision and provide notice of decision to the Tłįchǫ	public utility	after giving full and fair consideration to views received
5. Exercise necessary access	public utility	in accordance with decision

OBLIGATIONS ADDRESSED:

19.5.6 Any person authorized under legislation to provide to the public electrical power, telecommunications services or similar public utilities, other than pipelines for the transmission of hydrocarbons, shall have a right of access to Tłįchǫ lands and waters overlying such lands to carry out assessments, surveys and studies in relation to the proposed services, provided they consult with the Tłįchǫ Government prior to exercising such right.

RELATED CLAUSES: 6.4, 6.5, 19.1.7, 19.5.7

ACCESS TO TŁĮCHǪ LANDS **Sheet # 19-12**

PROJECT:	**Compensation for damage or interference caused by access to Tłįchǫ lands by public utilities**
RESPONSIBILITY:	public utility, Tłįchǫ Government (Tłįchǫ)
PARTICIPANT / LIAISON:	mediator, arbitrator; Surface Rights Board

ACTIVITIES		**RESPONSIBILITY**	**TIMING GUIDELINES**
1.	Notify, in writing, the public utility of the Tłįchǫ desire for compensation for damage or interference under 19.5.6 and 19.5.7, unless otherwise agreed between the Tłįchǫ and the public utility	Tłįchǫ	as soon as possible after suffering damage or interference
2.	Seek to resolve the issue	public utility, Tłįchǫ	as soon as possible after notification
	OR		
	Submit issue for resolution in accordance with the process outlined in Sheets # 6-4 and # 6-5	Tłįchǫ	as soon as possible after notification, if unable to reach agreement
3.	Compensate the Tłįchǫ or Tłįchǫ Citizens as determined through agreement or as resolved through the dispute resolution process	public utility	on agreement or in accordance with chapter 6

OBLIGATIONS ADDRESSED:

19.5.7 Unless otherwise provided in an agreement with the Tłįchǫ Government, where access under 19.5.6 results in damage to Tłįchǫ lands or interference with the use of and peaceable enjoyment of Tłįchǫ lands by the Tłįchǫ First Nation or a Tłįchǫ Citizen, the person exercising the right shall, notwithstanding 19.1.7, compensate the Tłįchǫ Government, in the case of damage to Tłįchǫ lands, or the Tłįchǫ Citizens whose use or peaceable enjoyment has been interfered with in an amount agreed to by the Tłįchǫ Government and that person or, failing such agreement, in an amount determined in accordance with chapter 6. Where the person with the right of access under 19.5.6 and the Tłįchǫ Government do not reach agreement on the amount of compensation offered, the Tłįchǫ Government may refer the dispute for resolution in accordance with chapter 6.

RELATED CLAUSES: 6.4, 6.5, 6.6, 19.1.7, 19.5.6

EXPLANATORY NOTE:

1. If a Surface Rights Board is established, as described in 6.6.1, then the matters specified in 19.5.7 will be referred to the Surface Rights Board, instead of an arbitrator.

ACCESS TO TŁĮCHǪ LANDS **Sheet # 19-13**

PROJECT: **Tłįchǫ community government access to Tłįchǫ lands for community water supplies**

RESPONSIBILITY: Tłįchǫ community government (TCG), Tłįchǫ Government (Tłįchǫ)

PARTICIPANT / LIAISON: mediator, arbitrator

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Notify the Tłįchǫ of the need to access Tłįchǫ lands for the purpose of providing water for community purposes	TCG	prior to exercising access
2. Seek to reach agreement on access	TCG, Tłįchǫ	following notification
OR		
Submit issue for resolution in accordance with the process outlined in Sheets # 6-4 and # 6-5	TCG	following notification, if unable to reach agreement
3. Exercise access in accordance with agreement reached or as resolved through the dispute resolution process	TCG	on agreement or in accordance with chapter 6

OBLIGATIONS ADDRESSED:

19.5.8 A Tłįchǫ community government has a right of access, with the agreement of the Tłįchǫ Government or, failing agreement, on terms established in accordance with chapter 6, to locate, maintain and operate, on Tłįchǫ lands, water intake facilities for the purpose of providing water for community purposes. For greater certainty, this right of access includes the right to use waters overlying Tłįchǫ lands for that purpose. Where the Tłįchǫ community government and the Tłįchǫ Government do not reach agreement on the terms of this right of access, the Tłįchǫ community government may refer the matter for resolution in accordance with chapter 6.

RELATED CLAUSES: 6.4, 6.5

ACCESS TO TŁĮCHǪ LANDS **Sheet # 19-14**

PROJECT: **Access to construction materials on Tłįchǫ lands**

RESPONSIBILITY: Canada, Government of the Northwest Territories (GNWT), Tłįchǫ community government (TCG), Tłįchǫ Government (Tłįchǫ), person seeking supply of materials, Wek'èezhìı Land and Water Board (WLWB)

PARTICIPANT / LIAISON: mediator, arbitrator

ACTIVITIES		**RESPONSIBILITY**	**TIMING GUIDELINES**
1.	Request access to Tłįchǫ lands for the purpose of obtaining construction materials	Canada, GNWT, TCG, person seeking supply of materials	as required
2.	Provide, to any person, government or a Tłįchǫ community government, supplies of, and permit access to, construction materials on Tłįchǫ lands	Tłįchǫ	on request, in accordance with 19.7.1, 19.7.2 and 19.7.6
3.	Negotiate payment to the Tłįchǫ for materials supplied or the exercise of access, except for use of materials for a public purpose under 19.7.4	person seeking supply of materials, Tłįchǫ	prior to access
4.	Refer the matter for resolution by the WLWB in accordance with the process outlined in Sheets # 6-4 and # 6-7, in absence of agreement concerning conditions respecting the supply of, or access to, the materials or on the application of 19.7.2 or 19.7.4	Tłįchǫ, Canada, GNWT or the person seeking the supply of the materials, WLWB	at discretion, upon inability to reach agreement
	OR		
	Refer any dispute on the amount of any payment, for the value of the materials or for access, for resolution in accordance with the process outlined in Sheets # 6-4 and # 6-5	Tłįchǫ, TCG, Canada, GNWT or the person seeking the supply of the materials	at discretion, upon inability to reach agreement

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
5. Exercise right of access subject to conditions established by agreement or as resolved through the dispute resolution process	Canada, GNWT or the person seeking the supply of the materials	following determination of conditions

OBLIGATIONS ADDRESSED:

19.7.1 Subject to 19.7.2, the Tłı̨chǫ Government shall provide, to any person, government or a Tłı̨chǫ community government, supplies of, and permit access to, sand, gravel, clay and other like construction materials on Tłı̨chǫ lands and shall permit that person or government access to Tłı̨chǫ lands for the purpose of obtaining such supplies.

19.7.2 The Tłı̨chǫ Government is not obliged to supply materials under 19.7.1 where the materials are to be used on lands other than Tłı̨chǫ lands unless there is no alternative source of supply reasonably available in an area closer to those other lands.

19.7.3 Subject to 19.7.4, the Tłı̨chǫ Government is entitled to be paid for the value of materials supplied under 19.7.1 and for the exercise of access under that provision.

19.7.4 The Tłı̨chǫ Government is not entitled to be paid for materials supplied or the exercise of access under 19.7.1 or for any cost incurred by the Tłı̨chǫ Government in relation to those materials or for the access if the materials are to be used, for a public purpose, on Tłı̨chǫ lands or in a Tłı̨chǫ community or for a public road bordering Tłı̨chǫ lands or a Tłı̨chǫ community.

19.7.5 If the government or the person seeking the supply of the materials under 19.7.1 and the Tłı̨chǫ Government do not agree on a condition respecting the supply of, or access to, the materials or on the application of 19.7.2 or 19.7.4, the government or person may refer the matter for resolution in accordance with chapter 6.

19.7.6 Any conflict between the use of construction materials by a person, government or Tłı̨chǫ community government under 19.7.1 and the use of construction materials by the Tłı̨chǫ Government or Tłı̨chǫ Citizens, may be referred by that person, government, the Tłı̨chǫ community government or the Tłı̨chǫ Government for resolution in accordance with chapter 6.

RELATED CLAUSES: 6.4, 6.5, 6.7

EXPROPRIATION OF TŁĮCHǪ LANDS

Sheet # 20-1

PROJECT:	**Expropriation of Tłįchǫ lands**
RESPONSIBILITY:	Canada, Canada - Governor in Council, Canada - Department of Indian Affairs and Northern Development - Minister (DIAND Minister), Government of the Northwest Territories (GNWT), GNWT - Executive Council, Minister, Tłįchǫ Government (Tłįchǫ), expropriating authority
PARTICIPANT / LIAISON:	mediator, arbitrator, GNWT - Department of Justice - Land Titles Office

ACTIVITIES		**RESPONSIBILITY**	**TIMING GUIDELINES**
1.	Provide the Tłįchǫ with notice that Tłįchǫ land is required for a specific public purpose and the details of the proposal	expropriating authority	as early as possible once need to acquire Tłįchǫ land is known
2.	Discuss with the Tłįchǫ the need to acquire Tłįchǫ lands and attempt to arrive at an agreement for the transfer of the required interest, including its location, extent and nature	expropriating authority, Tłįchǫ	in a timely fashion
3.	Give notice to the Tłįchǫ of the intention to seek the consent of the Governor in Council or the Executive Council to expropriate, if agreement is not reached	expropriating authority	prior to seeking consent to expropriate
4.	Seek consent of the Governor in Council where expropriation is under an Act of Parliament, or the Executive Council of the Government of the Northwest Territories where expropriation is under an Act of the Northwest Territories	Minister	where proceeding with the expropriation
5.	Consider the principle in 20.1.1 and not give such consent unless satisfied that there is no other reasonable alternative to the expropriation	Governor in Council or the Executive Council	during consideration of request

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
6. Offer alternative lands wholly in Wek'èezhìı, that are of equivalent significance and value as the expropriated lands and that are adjacent to Tłįchǫ lands, if available; or offer a combination of cash and land or cash compensation where insufficient or no suitable lands are available	expropriating authority	after expropriation is consented to
7. Consider offer made by expropriating authority and respond to offer	Tłįchǫ	within reasonable time period specified by expropriating authority or as set out in legislation
8. Refer matter for resolution in accordance with the process outlined in Sheets # 6-4 and # 6-5, where agreement cannot be reached on compensation	expropriating authority or Tłįchǫ	upon inability to conclude agreement on compensation
9. Provide compensation to the Tłįchǫ in accordance with agreement, including under 20.4.13, or as resolved through the dispute resolution process	expropriating authority	as agreed or pursuant to a chapter 6 decision
10. Undertake necessary surveys and registration of lands	Tłįchǫ, Canada, GNWT, expropriating authority	as required
11. Amend the Agreement to reflect the changes in respect of Tłįchǫ title as a result of the expropriation	Canada, GNWT, Tłįchǫ	following completion of expropriation process
12. Have a copy of the changes to part 2 of the Appendix to chapter 18 deposited in the Library of Parliament, the legislative library of the GNWT, the office of the Registrar of Land Titles, the main office of the Tłįchǫ, the libraries of DIAND at headquarters and in the NWT regional office	DIAND Minister	as soon as possible following the changes

OBLIGATIONS ADDRESSED:

20.2.1 Before proceeding with expropriation of Tłįchǫ lands, an expropriating authority shall discuss with the Tłįchǫ Government the need for expropriation and shall attempt to negotiate with it an agreement for the transfer of the required interest, including its location, extent and nature.

20.3.1 Expropriation of Tłįchǫ lands shall require the consent of the Governor in Council where expropriation is under an Act of Parliament, or the Executive Council of the Government of the Northwest Territories where expropriation is under an Act of the Northwest Territories. The Governor in Council or the Executive Council, as the case may be, shall consider the principle in 20.1.1 and shall not give such consent unless the Governor in Council or the Executive Council, as the case may be, is satisfied that there is no other reasonable alternative to the expropriation.

20.3.2 Notice of the intention of an expropriating authority to seek the consent of the Governor in Council or the Executive Council, as the case may be, shall be given to the Tłįchǫ Government by the expropriating authority.

20.4.1 An expropriating authority shall offer, as compensation for Tłįchǫ lands, alternative lands wholly in Wek'èezhìı that are of equivalent significance and value as the expropriated lands, that are available and that are adjacent to Tłįchǫ lands. Where the expropriating authority offers alternate lands the subsurface of which is held by government, government shall provide the subsurface.

20.4.2 Subject to 20.4.3, to the extent the expropriating authority has no alternative lands as described in 20.4.1 or the Tłįchǫ Government does not accept the offer of such lands, compensation shall be in money. Compensation may be a combination of such lands and money.

20.4.3 Where an expropriating authority has no alternative lands as described in 20.4.1, government shall provide lands to the expropriating authority by sale or otherwise providing that government has lands that are wholly in Wek'èezhìı, that are available and that are adjacent to Tłįchǫ lands.

20.4.4 For the purpose of 20.4.1, land is not available to be provided as alternative lands if it is

(a) subject to a lease or an agreement for sale unless the expropriating authority and the person holding that interest consent;

(b) occupied or used by the expropriating authority or a Tłįchǫ community government or required for such future occupation or use;

(c) part of a public road;

(d) within 31 metres of a boundary of Wek'èezhìı; or

(e) for any other reason considered unavailable by an arbitrator under 6.5 or arbitration committee under 6.8.

20.4.5 For the purpose of 20.4.3, land held by government is not available to be provided as alternative lands if it is

(a) subject to an agreement for sale or a lease unless government and the person holding that interest consent,

(b) occupied or used by government or a Tłįchǫ community government or required for such future occupation or use; or

(c) land described in 20.4.4(c), (d) or (e).

20.4.6 The expropriating authority or government shall, when offering alternative lands to the Tłįchǫ First Nations Government, identify any existing third party rights or interests.

20.4.7 In determining the value of Tłįchǫ lands for the purpose of compensation or the value of alternative lands, the value of the lands for the purpose of harvesting of wildlife and the cultural or other special value to the Tłįchǫ First Nation shall be taken into account.

20.4.8 In the event the Tłįchǫ Government and the expropriating authority do not agree on compensation for Tłįchǫ lands, the matter shall be referred for resolution in accordance with chapter 6.

20.4.9 The arbitrator under 6.5 or the arbitration committee under 6.8 may make an award of alternative land described in 20.4.1 if accepted by the Tłįchǫ Government, of money or of any combination thereof and, where appropriate, of costs and interest.

20.4.10 Any lands, the fee simple title to which is expropriated under this chapter shall no longer be Tłįchǫ lands even where not all of the minerals are expropriated. Alternative lands, the fee simple title to which is acquired by the Tłįchǫ Government under this chapter, if the lands are adjacent to Tłįchǫ lands and if the title held by the Tłįchǫ Government includes all the minerals, become Tłįchǫ lands. The title held by the Tłįchǫ Government in alternative lands that are Tłįchǫ lands shall be subject to any interests of any third party that exist at the date the lands vest in the Tłįchǫ Government and in respect of which the Tłįchǫ Government has been notified by that date. When the lands become Tłįchǫ lands, part 2 of the appendix to chapter 18 shall be deemed to include such interests.

20.4.11 Where Tłįchǫ lands which have been expropriated are, in the opinion of the expropriating authority, no longer required, the Tłįchǫ Government may reacquire such lands at a price to be established by the expropriating authority. The expropriating authority may not dispose of the lands for a price less than that at which they were offered to the Tłįchǫ Government.

20.4.12 Lands reacquired by the Tłįchǫ Government under 20.4.11 shall, if government agrees and the title held by the Tłįchǫ Government includes all the minerals, become Tłįchǫ lands.

20.4.13 Where government and the Tłįchǫ Government agree, the determination of the amount of compensation to be paid for expropriated land may be deferred, but when this determination is made, it shall be based on the value of the expropriated land at the time it was expropriated.

2.13.1 The Minister of Indian Affairs and Northern Development shall cause a copy of the Agreement and of any amendments thereto, including any instrument giving effect to an amendment, to be deposited in

(a) the Library of Parliament;

(b) the legislative library of the Government of the Northwest Territories;

(c) the main office of the Tłįchǫ Government;

(d) the library of the Department of Indian Affairs and Northern Development that is situated in the National Capital Region;

(e) the office of the Registrar of Land Titles for the Northwest Territories;

(f) the regional office of the Department of Indian Affairs and Northern Development that is situated in the Northwest Territories; and

(g) such other places as the Minister deems necessary.

RELATED CLAUSES: 1.1.1 ("expropriating authority"), 2.10.1, 6.4, 6.5, 6.8, 18.1.6, appendix to chapter 18 (part 2), 20.1.1, 20.5.1

PLANNING ASSUMPTIONS:

1. If the Parties agree to delay determination of the amount of compensation, in accordance with 20.4.13, then the same process described in Activities 6 - 8 would be followed.
2. A copy of amendments to the Agreement will also be sent to the GNWT at the following address:

Director of Implementation
Ministry of Aboriginal Affairs
Government of the Northwest Territories
Post Office Box 1320
Yellowknife, NT X1A 2L9

EXPROPRIATION OF TŁĮCHǪ LANDS **Sheet # 20-2**

PROJECT: **Return of expropriated Tłı̨chǫ lands**

RESPONSIBILITY: Canada, Canada - Department of Indian Affairs and Northern Development - Minister (DIAND Minister), Government of the Northwest Territories (GNWT), Tłı̨chǫ Government (Tłı̨chǫ), expropriating authority

	ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1.	Offer previously expropriated lands which are no longer required to the Tłı̨chǫ, at a price established by the expropriating authority	expropriating authority	upon determining that land is not required
2.	Respond to offer	Tłı̨chǫ	within a reasonable period of time
3.	Transfer lands to the Tłı̨chǫ if the Tłı̨chǫ agree to purchase them	expropriating authority	following Tłı̨chǫ decision to purchase
	OR		
	Pursue other arrangements to dispose of land for a price not less than that offered to the Tłı̨chǫ	expropriating authority	following Tłı̨chǫ decision not to purchase
4.	Take action to make them Tłı̨chǫ lands again, if government agrees	Canada, GNWT	upon agreement of government
5.	Have a copy of the changes to part 1 of the appendix to chapter 18 deposited in the Library of Parliament, the legislative library of the GNWT, the office of the Registrar of Land Titles, the main office of the Tłı̨chǫ, the libraries of DIAND at headquarters and in the NWT regional office	DIAND Minister	as soon as possible following the changes

OBLIGATIONS ADDRESSED:

20.4.11 Where Tłįchǫ lands which have been expropriated are, in the opinion of the expropriating authority, no longer required, the Tłįchǫ Government may reacquire such lands at a price to be established by the expropriating authority. The expropriating authority may not dispose of the lands for a price less than that at which they were offered to the Tłįchǫ Government.

20.4.12 Lands reacquired by the Tłįchǫ Government under 20.4.11 shall, if government agrees and the title held by the Tłįchǫ Government includes all the minerals, become Tłįchǫ lands.

2.13.1 The Minister of Indian Affairs and Northern Development shall cause a copy of the Agreement and of any amendments thereto, including any instrument giving effect to an amendment, to be deposited in

(a) the Library of Parliament;

(b) the legislative library of the Government of the Northwest Territories;

(c) the main office of the Tłįchǫ Government;

(d) the library of the Department of Indian Affairs and Northern Development that is situated in the National Capital Region;

(e) the office of the Registrar of Land Titles for the Northwest Territories;

(f) the regional office of the Department of Indian Affairs and Northern Development that is situated in the Northwest Territories; and

(g) such other places as the Minister deems necessary.

RELATED CLAUSES: 1.1.1 ("expropriating authority"), 2.10.1, appendix to chapter 18 (part 1), 20.4.10

PLANNING ASSUMPTIONS:

1. A copy of amendments to the Agreement will also be sent to the GNWT at the following address:

Director of Implementation
Ministry of Aboriginal Affairs
Government of the Northwest Territories
Post Office Box 1320
Yellowknife, NT X1A 2L9

EXPROPRIATION OF TŁĮCHǪ LANDS **Sheet # 20-3**

PROJECT: **Acquisition of Tłįchǫ lands for public roads**

RESPONSIBILITY: Government of the Northwest Territories (GNWT), GNWT - Department of Transportation (DOT), Tłįchǫ Government (Tłįchǫ), Canada, Canada - Department of Indian Affairs and Northern Development - Minister (DIAND Minister)

PARTICIPANT / LIAISON: mediator, arbitrator, GNWT - Executive Council of the GNWT

	ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1.	Provide the Tłįchǫ with notice that Tłįchǫ land is required for a public road and the details of the proposal, including verification that cumulative amount of land is less than 150 square kilometres	DOT	as early as possible once need to acquire Tłįchǫ land is known
2.	Discuss with the Tłįchǫ the need to acquire Tłįchǫ lands and attempt to arrive at an agreement for the transfer of the required interest, including its location	DOT, Tłįchǫ	in a timely fashion
3.	Proceed with conveyance process	DOT	prior to seeking consent to expropriate, upon agreement of the Tłįchǫ
	OR		
	Give notice to the Tłįchǫ of the intention to seek the consent of the Executive Council to expropriate	DOT	prior to seeking consent to expropriate, if agreement is not reached
4.	Refer the matter for resolution as outlined in Sheets # 6-4 and # 6-5, where agreement cannot be reached on location of the road	DOT or Tłįchǫ	at discretion, upon inability to conclude agreement on location
5.	Seek consent of the Executive Council of the Government of the Northwest Territories	DOT	where proceeding with the expropriation
6.	Amend the Agreement to reflect the changes in respect of Tłįchǫ title as a result of the expropriation	Canada, GNWT, Tłįchǫ	following agreement on land location parcels

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
7. Have a copy of the changes to part 1 of the appendix to chapter 18 deposited in the Library of Parliament, the legislative library of the GNWT, the office of the Registrar of Land Titles, the main office of the Tłı̨chǫ, the libraries of DIAND at headquarters and in the NWT regional office	DIAND Minister	as soon as possible following the changes

OBLIGATIONS ADDRESSED:

18.1.9 Tłı̨chǫ lands may only be conveyed by the Tłı̨chǫ Government to

(a) government or a Tłı̨chǫ community government; or

(b) government or another expropriating authority, in circumstances where that authority could expropriate those lands.

20.2.1 Before proceeding with expropriation of Tłı̨chǫ lands, an expropriating authority shall discuss with the Tłı̨chǫ Government the need for expropriation and shall attempt to negotiate with it an agreement for the transfer of the required interest, including its location, extent and nature.

20.5.1 Notwithstanding 20.4 and any legislation, government may expropriate Tłı̨chǫ lands in accordance with 20.1 to 20.3 for use as a public road without compensation to the Tłı̨chǫ Government.

20.5.2 No lands expropriated under 20.5.1 may be used for any purpose other than a public road without the payment of compensation in accordance with 20.4.

20.5.3 Any dispute between government and the Tłı̨chǫ Government as to the location of a public road for which Tłı̨chǫ lands are to be expropriated under 20.5.1 may be referred by a Party for resolution in accordance with chapter 6.

20.5.5 The amount of land expropriated under 20.5.1 or conveyed without compensation to government for a public road under 18.1.9 and not granted back to the Tłı̨chǫ Government under 20.5.4 shall not exceed, at any time, 150 square kilometres.

2.13.1 The Minister of Indian Affairs and Northern Development shall cause a copy of the Agreement and of any amendments thereto, including any instrument giving effect to an amendment, to be deposited in

(a) the Library of Parliament;

(b) the legislative library of the Government of the Northwest Territories;

(c) the main office of the Tłįchǫ Government;

(d) the library of the Department of Indian Affairs and Northern Development that is situated in the National Capital Region;

(e) the office of the Registrar of Land Titles for the Northwest Territories;

(f) the regional office of the Department of Indian Affairs and Northern Development that is situated in the Northwest Territories; and

(g) such other places as the Minister deems necessary.

RELATED CLAUSES: 2.10.1, appendix to chapter 18 (part 1), 20.3, 20.4, 20.5.4

PLANNING ASSUMPTIONS:

1. If any of the land expropriated is used for any other purposes, in addition to that required for roads, or subsequent to its use for roads, then the Tłįchǫ are eligible for compensation, to be determined by the process outlined in Sheet # 20-1.

2. A copy of amendments to the Agreement will also be sent to the GNWT at the following address:

   Director of Implementation
   Ministry of Aboriginal Affairs
   Government of the Northwest Territories
   Post Office Box 1320
   Yellowknife, NT X1A 2L9

EXPROPRIATION OF TŁĮCHǪ LANDS **Sheet # 20-4**

PROJECT: **Return of land previously acquired for public roads**

RESPONSIBILITY: Government of the Northwest Territories (GNWT), GNWT - Department of Transportation (DOT), Tłı̨chǫ Government (Tłı̨chǫ), Canada, Canada - Department of Indian Affairs and Northern Development - (DIAND), DIAND Minister

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Grant back to the Tłı̨chǫ any Tłı̨chǫ lands which were conveyed or expropriated without compensation for a public road but are no longer required for that purpose	DOT	upon determining that land is not required
2. Take action to make those lands Tłı̨chǫ lands	DIAND, GNWT	as soon as practicable
3. Amend the Agreement to reflect the changes in respect of Tłı̨chǫ title as a result of the action	Canada, GNWT, Tłı̨chǫ	following agreement on land location parcels
4. Have a copy of the changes to part 1 of the appendix to chapter 18 deposited in the Library of Parliament, the legislative library of the GNWT, the office of the Registrar of Land Titles, the main office of the Tłı̨chǫ, the libraries of DIAND at headquarters and in the NWT regional office	DIAND Minister	as soon as possible following the changes

OBLIGATIONS ADDRESSED:

20.5.4 Where any lands expropriated under 20.5.1 or conveyed without compensation to government for a public road under 18.1.9 are no longer needed for a public road, government shall grant back to the Tłı̨chǫ Government the fee simple interest in those lands and those lands become Tłı̨chǫ lands.

20.5.5 The amount of land expropriated under 20.5.1 or conveyed without compensation to government for a public road under 18.1.9 and not granted back to the Tłı̨chǫ Government under 20.5.4 shall not exceed, at any time, 150 square kilometres.

2.13.1 The Minister of Indian Affairs and Northern Development shall cause a copy of the Agreement and of any amendments thereto, including any instrument giving effect to an amendment, to be deposited in

(a) the Library of Parliament;

(b) the legislative library of the Government of the Northwest Territories;

(c) the main office of the Tłįchǫ Government;

(d) the library of the Department of Indian Affairs and Northern Development that is situated in the National Capital Region;

(e) the office of the Registrar of Land Titles for the Northwest Territories;

(f) the regional office of the Department of Indian Affairs and Northern Development that is situated in the Northwest Territories; and

(g) such other places as the Minister deems necessary.

RELATED CLAUSES: 2.10.1, appendix to chapter 18 (part 1), 18.1.9, 20.4.10, 20.5.1

PLANNING ASSUMPTIONS:

1. A copy of amendments to the Agreement will also be sent to the GNWT at the following address:

Director of Implementation
Ministry of Aboriginal Affairs
Government of the Northwest Territories
Post Office Box 1320
Yellowknife, NT X1A 2L9

WATER RIGHTS AND MANAGEMENT **Sheet # 21-1**

PROJECT: **Use of waters on Tłı̨chǫ lands by non-Tłı̨chǫ**

RESPONSIBILITY: Tłı̨chǫ Government (Tłı̨chǫ), non-Tłı̨chǫ seeking use of water on Tłı̨chǫ lands (non-Tłı̨chǫ)

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Seek consent from the Tłı̨chǫ to use waters which are on or flow through Tłı̨chǫ lands, unless provided for through other provisions of the agreement	non-Tłı̨chǫ	prior to using such waters
2. Consider request for use, and provide response in a timely manner	Tłı̨chǫ	as soon as practicable following receipt of request for consent
3. Exercise use of water only if consent given, and subject to legislation	non-Tłı̨chǫ	after receiving decision

OBLIGATIONS ADDRESSED:

21.2.1 Subject to the other provisions of the Agreement, the Tłı̨chǫ First Nation has the exclusive right to use or deposit waste in waters which are on or flow through Tłı̨chǫ lands when such waters are on or flowing through Tłı̨chǫ lands. This does not prevent persons who are not Tłı̨chǫ Citizens from using such waters or from depositing waste in such waters with the consent of the Tłı̨chǫ Government.

21.3.1 Subject to the other provisions of the Agreement except 21.2.1, government and persons who are not Tłı̨chǫ Citizens having a right or interest granted by government in respect of Tłı̨chǫ lands the exercise of which requires the use of water or the deposit of waste in water, shall have the right to use or deposit waste in water which is on or flowing through Tłı̨chǫ lands when such water is on or flowing through Tłı̨chǫ lands, without the consent of the Tłı̨chǫ Government.

21.3.2 Notwithstanding the ownership of beds of certain water bodies by the Tłı̨chǫ Government, government retains the right, without the consent of the Tłı̨chǫ Government, to use water for fighting fires and to protect and manage and use water and beds of such water bodies, for public purposes. Those public purposes include

(a) the protection of wildlife and wildlife habitat;

(b) the protection of water supplies including community water supplies from contamination and degradation;

(c) research with respect to water quality and water quantity; and

(d) flood control and protection of navigation and transportation.

21.3.3 Unless otherwise provided for in legislation, the consent of the Tłįchǫ Government is not required in relation to, and the rights of the Tłįchǫ First Nation under 21.2.1 and 21.2.3 shall not interfere with

(a) rights of navigation and passage on water;

(b) use of water by any person for emergency or domestic purposes; or

(c) any right of access provided for in the Agreement.

RELATED CLAUSES: 1.1.1 ("Tłįchǫ lands", "waste", "water"), 21.1.1, 21.2.2, 21.2.3

WATER RIGHTS AND MANAGEMENT **Sheet # 21-2**

PROJECT:	**Interjurisdictional agreements**
RESPONSIBILITY:	Canada - Department of Indian Affairs and Northern Development - Northern Affairs Program (NAP), Government of the Northwest Territories - Resources, Wildlife and Economic Development (RWED), Tłı̨chǫ Government (Tłı̨chǫ)
PARTICIPANT/LIAISON:	neighbouring provinces or territories

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Identify those drainage basins any part of which are in Wek'èezhìı, and part of which are in adjoining jurisdictions and for which negotiations may be entered into	NAP, RWED	after settlement legislation
2. Approach territorial or provincial governments within whose jurisdictional boundaries such drainage basins lie, for the purpose of negotiating an agreement for the management of water in the drainage basin.	NAP, RWED	following identification of any such drainage basin
3. Provide the Tłı̨chǫ with notice, in writing, of proposed government position on management of water, in sufficient form and detail to allow the Tłı̨chǫ to prepare their views on the matter and provide a reasonable period of time in which the Tłı̨chǫ may prepare their views, and provide an opportunity to present such views	NAP, RWED	prior to negotiating an agreement
4. Review information provided and prepare and present views on the matter	Tłı̨chǫ	within reasonable period of time indicated in Activity 3
5. Give full and fair consideration to any views presented and inform the Tłı̨chǫ of their decision	NAP, RWED	after receiving views and before concluding agreement

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
6. Make best efforts to conclude the management agreement	NAP, RWED	after giving full and fair consideration to views received

OBLIGATIONS ADDRESSED:

21.4.1 Government shall use its best efforts to negotiate agreements with territorial or provincial governments which manage drainage basins any part of which are in Wek'èezhìı for the management of water in the drainage basin.

21.4.2 Government shall consult with the Tłįchǫ Government with respect to the formulation of government positions on the management of water in a drainage basin before negotiating an agreement under 21.4.1.

WATER RIGHTS AND MANAGEMENT **Sheet # 21-3**

PROJECT: **Authorizing use of water or deposit of waste in Wek'èezhìı**

RESPONSIBILITY: Wek'èezhìı Land and Water Board (WLWB), applicant for licence (applicant), Tłı̨chǫ Government (Tłı̨chǫ)

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Submit application to the WLWB for use of water or deposit of waste, anywhere in Wek'èezhìı	applicant	prior to use of such water or deposit of waste
2. Review application to determine whether it is likely to substantially alter the quality, quantity or rate of flow of waters, and if so, determine whether there are any reasonable alternatives or mitigative measures, and notify the Tłı̨chǫ and the applicant of the need to negotiate an agreement	WLWB	prior to approval of application, in accordance with WLWB procedures
3. Attempt to negotiate an agreement to compensate for likely loss or damage caused by any alteration associated with the use, where the WLWB is of the opinion that such loss or damage is likely to occur, or where the WLWB has accepted a referral to resolve a dispute on the compensation under 6.7	Tłı̨chǫ, applicant	upon indication from the WLWB of the requirement for such an agreement
4. Refer the matter of compensation for resolution under chapter 6 where the parties are unable to reach agreement	Tłı̨chǫ, applicant	after time limit established by the WLWB
5. Take in consideration factors in 21.5.5 and 21.5.6 when considering compensation under 6.7	WLWB	when determining the amount of compensation payable to the Tłı̨chǫ in respect of a use of water or deposit of waste described in 21.5.2

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
6. Issue the licence for use of water, or deposit of waste, anywhere in Wek’èezhìı, where quality, quantity or rate of flow of waters on or adjacent to Tłı̨chǫ lands could be negatively impacted	WLWB	following review of application, only where the applicant has entered into an agreement to compensate the Tłı̨chǫ for associated loss or damage, or where the WLWB is considering, compensation under 21.5.4

OBLIGATIONS ADDRESSED:

21.5.1 The Wek’èezhìı Land and Water Board shall not authorize a use of water or a deposit of waste that, in its opinion, is likely to alter substantially the quality, quantity or rate of flow of waters on or flowing through or adjacent to Tłı̨chǫ lands, when such waters are on or flowing through or adjacent to Tłı̨chǫ lands, unless the Board considers that

(a) there is no alternative which could reasonably satisfy the requirements of the applicant; and

(b) there are no reasonable measures whereby the applicant could avoid the alteration.

21.5.2 The Wek’èezhìı Land and Water Board shall not authorize a use of water or a deposit of waste anywhere in Wek’èezhìı which, in its opinion, will likely substantially alter the quality, quantity or rate of flow of waters on or flowing through or adjacent to Tłı̨chǫ lands, when such waters are on or flowing through or adjacent to Tłı̨chǫ lands, unless the applicant for the authorization has entered into an agreement with the Tłı̨chǫ Government to compensate the Tłı̨chǫ First Nation for loss or damage which may be caused by such alteration, or the Board has accepted a referral to resolve a dispute on the compensation under 6.7.

21.5.4 If the Tłı̨chǫ Government and the applicant for an authorization for a use of water or deposit of waste described in 21.5.2 or 21.5.3 do not reach an agreement on compensation within the time limit established by the Wek’èezhìı Land and Water Board, either party may refer the matter of compensation for resolution under chapter 6.

21.5.5 Compensation determined by the Wek’èezhìı Land and Water Board under 6.7 in respect of a use of water or a deposit of waste in water described in 21.5.2 or 21.5.3 may be in the form of a lump sum or periodic cash payment or non-monetary compensation such as replacement or substitution of damaged or lost property or equipment or relocation or transportation of Tłı̨chǫ Citizens or equipment to a different harvesting locale or a combination of such forms of compensation.

21.5.6 In determining, under 6.7, the amount of compensation payable to the Tłįchǫ Government in respect of a use of water or deposit of waste described in 21.5.2 or 21.5.3, the Wek'èezhìı Land and Water Board shall consider

(a) the effect of the use of water or deposit of waste on the use by Tłįchǫ Citizens of water on or adjacent to Tłįchǫ lands;

(b) the effect of the use of water or deposit of waste on Tłįchǫ lands, taking into account any cultural or special value of the lands to the Tłįchǫ First Nation;

(c) the nuisance, inconvenience and noise caused by the use of water or deposit of waste to Tłįchǫ Citizens on Tłįchǫ lands;

(d) the effect of the use of water or deposit of waste on the harvesting of wildlife by Tłįchǫ Citizens; and

(e) subject to legislation, such other factors as the Board may consider relevant.

RELATED CLAUSES: 6.4, 6.7, 21.5.3, 22.3.10

WATER RIGHTS AND MANAGEMENT **Sheet # 21-4**

PROJECT: **Authorizing use of water or deposit of waste outside Wek'èezhìı in the Northwest Territories or Nunavut**

RESPONSIBILITY: Wek'èezhìı Land and Water Board (WLWB), applicant for licence (applicant), other competent water authority, Tłı̨chǫ Government (Tłı̨chǫ)

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Submit application to other competent water authority for use of water or deposit of waste, outside Wek'èezhìı but in the Northwest Territories or Nunavut	applicant	prior to use of such water or deposit of waste
2. Notify other competent water authority where use is likely to alter the quality, quantity or rate of flow of water flowing through or adjacent to Tłı̨chǫ lands, and notify the applicant and the Tłı̨chǫ of requirement to negotiate an agreement	WLWB	following examination of application
3. Attempt to negotiate an agreement to compensate for likely loss or damage caused by any alteration associated with the use, where the WLWB is of the opinion that such loss or damage is likely to occur, or where the WLWB has accepted a referral to resolve a dispute on the compensation under 6.7	Tłı̨chǫ, applicant	upon indication from the WLWB of the requirement for such an agreement
4. Refer the matter of compensation for resolution under chapter 6 where the parties are unable to reach agreement	Tłı̨chǫ, applicant	after time limit established by the WLWB
5. Take in consideration factors in 21.5.5 and 21.5.6 when considering compensation under 6.7	WLWB	when determining the amount of compensation payable to the Tłı̨chǫ in respect of a use of water or deposit of waste described in 21.5.3

ACTIVITIES		RESPONSIBILITY	TIMING GUIDELINES
6.	Issue licence for use of water, or deposit of waste, outside Wek'èezhìı, but within the Northwest Territories or Nunavut, where quality, quantity or rate of flow of waters, on or adjacent to Tłı̨chǫ lands, could be negatively impacted	other competent water authority	following review of application, only where the applicant has entered into an agreement to compensate the Tłı̨chǫ for associated loss or damage, or where the WLWB has ordered, or is considering, compensation under 21.5.4

OBLIGATIONS ADDRESSED:

21.5.1 The Wek'èezhìı Land and Water Board shall not authorize a use of water or a deposit of waste that, in its opinion, is likely to alter substantially the quality, quantity or rate of flow of waters on or flowing through or adjacent to Tłı̨chǫ lands, when such waters are on or flowing through or adjacent to Tłı̨chǫ lands, unless the Board considers that

(a) there is no alternative which could reasonably satisfy the requirements of the applicant; and

(b) there are no reasonable measures whereby the applicant could avoid the alteration.

21.5.3 Where a use of water or a deposit of waste is proposed outside Wek'èezhìı, but within the Northwest Territories or Nunavut, which, in the opinion of the Wek'èezhìı Land and Water Board, will likely substantially alter the quality, quantity or rate of flow of water on or flowing through or adjacent to Tłı̨chǫ lands, when such waters are on or flowing through or are adjacent to Tłı̨chǫ lands, the use of water or the deposit of waste shall not be authorized by the competent water authority unless the applicant has entered into an agreement with the Tłı̨chǫ Government to compensate the Tłı̨chǫ First Nation for loss or damage which may be caused by such alteration, or the Board has accepted a referral to resolve a dispute on the compensation under 6.7.

21.5.4 If the Tłı̨chǫ Government and the applicant for an authorization for a use of water or deposit of waste described in 21.5.2 or 21.5.3 do not reach an agreement on compensation within the time limit established by the Wek'èezhìı Land and Water Board, either party may refer the matter of compensation for resolution under chapter 6.

21.5.5 Compensation determined by the Wek'èezhìı Land and Water Board under 6.7 in respect of a use of water or a deposit of waste in water described in 21.5.2 or 21.5.3 may be in the form of a lump sum or periodic cash payment or non-monetary compensation such as replacement or substitution of damaged or lost property or equipment or relocation or transportation of Tłı̨chǫ Citizens or equipment to a different harvesting locale or a combination of such forms of compensation.

21.5.6 In determining, under 6.7, the amount of compensation payable to the Tłįchǫ Government in respect of a use of water or deposit of waste described in 21.5.2 or 21.5.3, the Wek'èezhìı Land and Water Board shall consider

(a) the effect of the use of water or deposit of waste on the use by Tłįchǫ Citizens of water on or adjacent to Tłįchǫ lands;

(b) the effect of the use of water or deposit of waste on Tłįchǫ lands, taking into account any cultural or special value of the lands to the Tłįchǫ First Nation;

(c) the nuisance, inconvenience and noise caused by the use of water or deposit of waste to Tłįchǫ Citizens on Tłįchǫ lands;

(d) the effect of the use of water or deposit of waste on the harvesting of wildlife by Tłįchǫ Citizens; and

(e) subject to legislation, such other factors as the Board may consider relevant.

RELATED CLAUSES: 6.4, 6.7, 21.5.2, 22.3.10

LAND AND WATER REGULATION **Sheet # 22-1**

PROJECT: **Operations of the Wek'èezhìı Land and Water Board**

RESPONSIBILITY: Wek'èezhìı Land and Water Board (WLWB), Canada, Canada - Department of Indian Affairs and Northern Development - Implementation Management Directorate (IM), Government of the Northwest Territories (GNWT), Tłı̨chǫ Government (Tłı̨chǫ)

PARTICIPANT / LIAISON: Environmental Impact Review Board, Canada - Department of Indian Affairs and Northern Development - Northern Affairs Program

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Prepare and submit an annual budget to IM	WLWB	in a timely fashion, on an annual basis
2. Approve budget as submitted, or as varied	IM	within forty-five days of receipt
3. Engage staff, professional and technical advisors and consultants necessary to conduct the official business of the WLWB, including staff or advisors shared with the Review Board, subject to approved budget and Treasury Board guidelines	WLWB	as required
4. Establish rules of procedure in accordance with legislation	WLWB	as necessary
5. Provide to the WLWB any information relevant to a matter before the WLWB	Canada, GNWT, Tłı̨chǫ	on a timely basis, on request
6. Coordinate WLWB activities with other boards or bodies in Wek'èezhìı, and take into consideration in its decisions any traditional knowledge made available	WLWB	when exercising its powers
7. Take into account the importance of conservation to the Tłı̨chǫ First Nation well-being and way of life	WLWB	when exercising its powers

OBLIGATIONS ADDRESSED:

22.1.2 Legislation shall require the Mackenzie Valley Environmental Impact Review Board, the Wek'èezhìı Land and Water Board and any land use planning body for Wek'èezhìı or part thereof to co-ordinate their activities with each other and, in relation to Wek'èezhìı, with the following bodies: any body managing national parks, including any National Park Committee, Parks Canada in relation to the management of national historic sites administered by it, any management committee or similar structure established for a protected area, the Wek'èezhìı Renewable Resources Board, any surface rights board and any new body referred to in 22.6.1.

22.1.3 The costs of the Mackenzie Valley Environmental Impact Review Board and the Wek'èezhìı Land and Water Board incurred in accordance with their approved budgets shall be a charge on government. Each board shall prepare an annual budget and submit it to government except that the budget for the first year of operation shall be as set out in the implementation plan. The requirement for an annual budget does not prevent government from providing multi-year funding to the Boards. Government may approve the budget as submitted or vary it and approve it as varied. The budget shall provide for funds reasonably required to fulfill the mandate of each Board and shall be in accordance with the Government of Canada's Treasury Board guidelines.

22.1.4 The budget of the Mackenzie Valley Environmental Impact Review Board and the Wek'èezhìı Land and Water Board may include

(a) remuneration and travel expenses for attendance of Board members at board and committee meetings;

(b) the expenses of public hearings and meetings; and

(c) the expenses of staff, advisors and consultants and of the operation and maintenance of the office.

22.1.5 Legislation may provide for the reallocation of functions among the Mackenzie Valley Environmental Impact Review Board, the Wek'èezhìı Land and Water Board and any land use planning body for Wek'èezhìı established under 22.5.3, provided that environmental assessment and review shall remain with the Mackenzie Valley Environmental Impact Review Board as set out in 22.2.

22.1.6 The Mackenzie Valley Environmental Impact Review Board and the Wek'èezhìı Land and Water Board may establish their own rules of procedure in accordance with legislation.

22.1.7 In exercising their powers, the Mackenzie Valley Environmental Impact Review Board and the Wek'èezhìı Land and Water Board shall consider traditional knowledge as well as other scientific information where such knowledge or information is made available to the Boards.

22.1.8 The Mackenzie Valley Environmental Impact Review Board and the Wek'èezhìı Land and Water Board shall have, subject to their approved budgets, such staff, professional and technical advisors and consultants as are necessary for the proper conduct of their affairs and the boards may share such staff or advisors between themselves.

22.1.9 All information in the possession of a government department or agency or the Tłı̨chǫ Government relevant to a matter before the Mackenzie Valley Environmental Impact Review Board or the Wek'èezhìı Land and Water Board shall be provided, upon request, to such board.

22.3.8 Subject to the requirements of 22.3.7, vacancies shall not prevent the remaining members from acting, and the Board may start to operate as soon as a members who can constitute a quorum have been appointed.

22.3.9 The objective of the Wek'èezhìı Land and Water Board is to provide for conservation, development and utilization of the land and water resources of Wek'èezhìı in a manner that will provide the optimum benefit therefrom generally for all Canadians but in particular for present and future residents of Wek'èezhìı. In exercising its powers, the Board shall take into account the importance of conservation to the Tłı̨chǫ First Nation well-being and way of life.

RELATED CLAUSES: 22.2, 22.3.7, 22.3.14, 22.5.3, 22.6.1

FUNDING:

1. Identified funding, Wek'èezhìı Land and Water Board (2002 constant dollars) :

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
628,773	568,573	568,573	568,573	568,573	568,573	568,573	568,573	568,573	568,573

2. The detailed cost and worksheet notes for the Wek'èezhìı Land and Water Board are attached for reference purposes. They were developed for the purpose of estimating the funding to be provided to the Board, and it is not intended that the Board shall be constrained to any particular line item.

PLANNING ASSUMPTIONS:

1. For the purpose of submitting a proposed budget, "in a timely fashion", in Activity 1, means 45 days prior to the beginning of a fiscal year.

2. Annual budget submissions should be sent to the following:

Director
Implementation Management Directorate
Implementation Branch
Claims and Indian Government
Department of Indian Affairs and Northern Development
Les Terrasses de la Chaudière
Room 1550, 25 Eddy Street
Hull, Québec
Postal Address: Ottawa, ON K1A 0H4

3. Where the Department of Indian Affairs and Northern Development (DIAND) determines that an inspection of a site is required prior to the issuance of a water licence or a land use permit, then DIAND will conduct that inspection. When inspections are conducted prior to the issuance of a water licence or a land use permit, the inspector shall report to the Wek'èezhìı Land and Water Board (Board) with information related to the existing biological and physical characteristics of the lands and waters proposed to be used and the surrounding lands and waters. The report shall also include characteristics of the disturbances that the proposed activity may cause on the surrounding lands and waters and the manner in which any identified disturbances may be minimized and controlled.

4. Inspections of the development site will also be conducted by DIAND inspectors, who will ensure compliance with legislation, regulations, and terms and conditions that are required for all permits and licences issued by the Board.

5. When the Board is required to hold a hearing in relation to a Class A or Class B Water Licence, the board will advise the Minister as soon as possible that a hearing is required and will submit a budget for the Minister's review and approval. The Minister may reject or approve the budget as submitted or vary it and approve it as varied.

6. The Board will have access to the available GIS databases, which are the responsibility of DIAND and which reside in the NWT Regional Office of DIAND (including: surface rights; sub-surface rights; land claims areas; DIAND district areas; geology; protected areas; contaminated sites; and water licences/stations) at no cost, for the purpose of carrying out their responsibilities as outlined in the Tłįchǫ Land Claims and Self-Government Agreement.

COST WORKSHEET - Wek'èezhìı LAND AND WATER BOARD

Project: **WEK'ÈEZHÌI LAND AND WATER BOARD**

2002 constant dollars

		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
BOARD -											
Honoraria:	Chairperson	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000
	Members (4)	72,000	72,000	72,000	72,000	72,000	72,000	72,000	72,000	72,000	72,000
Travel		19,200	19,200	19,200	19,200	19,200	19,200	19,200	19,200	19,200	19,200
Meals & incidentals		10879	10879	10879	10879	10879	10879	10879	10879	10879	10879
Accommodations		17,280	17,280	17,280	17,280	17,280	17,280	17,280	17,280	17,280	17,280
Meeting rooms		1500	1500	1500	1500	1500	1500	1500	1500	1500	1500
Training		2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
STAFF-											
Director		66,500	66,500	66,500	66,500	66,500	66,500	66,500	66,500	66,500	66,500
Regulatory Officer		58,000	58,000	58,000	58,000	58,000	58,000	58,000	58,000	58,000	58,000
Other professional		53000	53,000	53,000	53,000	53,000	53,000	53,000	53,000	53,000	53,000
Office Manager		45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000
Secretary / clerk		37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500
Benefits (19.5% of Salaries)		50,700	50,700	50,700	50,700	50,700	50,700	50,700	50,700	50,700	50,700
Professional Development (2% of Salaries)		5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200
Travel		3600	3600	3600	3600	3600	3600	3600	3600	3600	3600
Meals & incidentals		2040	2040	2040	2040	2040	2040	2040	2040	2040	2040
Accommodations		3240	3240	3240	3240	3240	3240	3240	3240	3240	3240
OFFICE / SUPPLIES / EQUIPMENT -											
Rent		35,784	35,784	35,784	35,784	35,784	35,784	35,784	35,784	35,784	35,784
Office supplies / postage		3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Phone / fax / e-mail		6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000
Photocopier		6,600	6,600	6,600	6,600	6,600	6,600	6,600	6,600	6,600	6,600
Computer / printer / software /GIS		42500									
Journals / Library		1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250
Furniture		15000									
Meeting room furniture		4,000									
Insurance (contents)		1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Miscellaneous (up-grading)			2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
GENERAL											
Audit		5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Public hearings / meetings / consultations		10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Information acquisition (base maps)		4,000	3,300	3,300	3,300	3,300	3,300	3,300	3,300	3,300	3,300
Other expertise (legal / professional)		15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
Publications / Public information / advertising		8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000
		628,773	568,573	568,573	568,573	568,573	568,573	568,573	568,573	568,573	568,573

COST WORKSHEET NOTES

Wek'èezhìı Land and Water Board

- Honoraria for Chairperson: $500 per day
- Honoraria for Members: $375 per day
- Committee meetings on the basis of 12 meetings, 2 days duration, plus 1 day each for preparation and travel
- Meeting expenses based on three days' meals (includes travel day) and three nights accommodation per meeting
- Meeting room costs estimated at $250 per day
- Meeting rooms costed on the basis of 3 meetings of 2 days each outside the office
- Travel costed on the basis of 4 persons travelling between Tłı̨chǫ communities
- Travel costs averaged at $300 for return flights (Yellowknife to interior communities) and $100 if driving (Rae to Yellowknife)
- Meal allowance for persons on travel status at federal northern rate of $58.25 per day
- Incidental allowance for persons on travel status at federal rate of $17.30 per day
- Accommodations for persons on travel status averaged at $120 per night
- Training to be provided to members in conjunction with a regular meeting
- Rent based on 127.8 sq. m. @ $280 per year per sq. m.
- Office supplies / postage based on $600 per employee
- Phone / fax / e-mail based on $1,200 per employee
- Computer / printer / software purchase based on $2,500 per employee
- Geographic Information System costed at $30,000
- Office furniture based on $3,000 per employee
- Meeting room furniture costed at $4,000
- Insurance for contents estimated at $1,000
- Journals / Library based on $250 per employee
- Miscellaneous includes up-grading or replacement of furniture, equipment, computers, software, etc.
- Public hearings / meetings / consultations costs includes advertising, room rental and staff / board member travel costs
- Other expertise (legal / professional) includes translation

LAND AND WATER REGULATION **Sheet # 22-2**

PROJECT: **Cumulative impacts monitoring**

RESPONSIBILITY: Canada - Department of Indian Affairs and Northern Development (DIAND) - Northern Affairs Program (NAP), DIAND NT Region, Tłįchǫ Government (Tłįchǫ)

PARTICIPANT / LIAISON: Government of the Northwest Territories - Ministry of Aboriginal Affairs

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Include, under regulations to the *Mackenzie Valley Resource Management Act* implementing the provisions of this chapter, provisions for a method of monitoring the cumulative impact of the uses of land and water and deposits of waste on the environment in the Mackenzie Valley, and for periodic, independent, environmental audits which shall be made public	NAP	as provided for in implementing legislation
2. Include in legislation the manner in which Tłįchǫ will be given a meaningful role, if any body is to be created to carry out the monitoring and audit functions in 22.1.10	NAP	as provided for in implementing legislation
OR		
Carry out the monitoring and audit functions in consultation with the Tłįchǫ	DIAND NT Region, Tłįchǫ	as provided for in implementing legislation

OBLIGATIONS ADDRESSED:

22.1.10 The legislation implementing the provisions of this chapter shall provide for a method of monitoring the cumulative impact of the uses of land and water and deposits of waste on the environment in the Mackenzie Valley, and for periodic, independent, environmental audits which shall be made public.

22.1.11 If any body is established by legislation to carry out the monitoring and audit functions under 22.1.10 in the Mackenzie Valley, the Tłįchǫ Government shall be entitled to a meaningful role in such body and such role shall be set out in legislation.

22.1.12 If the monitoring or audit functions referred to in 22.1.10 are carried out in Wek'èezhìı by a department of government, the department shall do so in consultation with the Tłįchǫ Government.

RELATED CLAUSES: 2.11.1, 22.2.2

EXPLANATORY NOTE:

1. The legislation referred to in 22.1.10 will be the *Mackenzie Valley Resource Management Act* (MVRMA), as amended by the settlement legislation, and the provisions of 22.1.11 and 22.1.12 would be included in regulations made pursuant to the MVRMA.

LAND AND WATER REGULATION **Sheet # 22-3**

PROJECT: **Nomination of Tłįchǫ member to and operation of the Mackenzie Valley Environmental Impact Review Board**

RESPONSIBILITY: Mackenzie Valley Environmental Impact Review Board (Review Board), Tłįchǫ Government (Tłįchǫ), Canada, Canada - Minister of the Department of Indian Affairs and Northern Development (DIAND Minister), Government of the Northwest Territories (GNWT)

PARTICIPANT / LIAISON: Canada - Department of Indian Affairs and Northern Development - NWT Region - Aboriginal and Territorial Relations Directorate, Wek'èezhìı Land and Water Board

ACTIVITIES		**RESPONSIBILITY**	**TIMING GUIDELINES**
1.	Nominate a member to be appointed to the Review Board, and provide the information to ATR	Tłįchǫ	as soon as possible after effective date
2.	Appoint the Tłįchǫ nominee to the Review Board	DIAND Minister	as soon as possible following receipt of the Tłįchǫ nomination
3.	Appoint government nominee to Review Board, if required	DIAND Minister	at same time as appointment of the Tłįchǫ nominee
4.	Provide to the Review Board any information relevant to a matter before the Review Board	Canada, GNWT, Tłįchǫ	on a timely basis, on request
5.	Coordinate Review Board activities with other boards or bodies in accordance with 22.1.2, and take into consideration in its decisions any traditional knowledge and other scientific information made available	Review Board	when exercising their powers

OBLIGATIONS ADDRESSED:

22.1.2 Legislation shall require the Mackenzie Valley Environmental Impact Review Board, the Wek'èezhìı Land and Water Board and any land use planning body for Wek'èezhìı or part thereof to co-ordinate their activities with each other and, in relation to Wek'èezhìı, with the following bodies: any body managing national parks, including any National Park Committee, Parks Canada in relation to the management of national historic sites administered by it, any management committee or similar structure established for a protected area, the Wek'èezhìı Renewable Resources Board, any surface rights board and any new body referred to in 22.6.1.

22.2.3 50 per cent of the members of the Mackenzie Valley Environmental Impact Review Board, excluding the chairperson, shall be nominees of Aboriginal peoples and 50 per cent shall be nominees of government. At least one member of the Board shall be a nominee of the Tłįchǫ Government.

22.1.7 In exercising their powers, the Mackenzie Valley Environmental Impact Review Board and the Wek'èezhìı Land and Water Board shall consider traditional knowledge as well as other scientific information where such knowledge or information is made available to the Boards.

22.1.9 All information in the possession of a government department or agency or the Tłįchǫ Government relevant to a matter before the Mackenzie Valley Environmental Impact Review Board or the Wek'èezhìı Land and Water Board shall be provided, upon request, to such board.

RELATED CLAUSES: 22.1.3, 22.1.5, 22.1.6, 22.1.8, 22.2, 22.2.2, 22.2.4

FUNDING:

1. Funding for the Mackenzie Valley Environmental Impact Review Board was initially established at the time of the Gwich'in Comprehensive Land Claim Agreement and the Sahtu Dene and Metis Comprehensive Land Claim Agreement; future funding levels for the Review Board may be negotiated directly with that Board.

PLANNING ASSUMPTIONS:

1. The name of the Tłįchǫ nominee to the Review Board should be sent to the following:

Director
Aboriginal and Territorial Relations Directorate
Department of Indian Affairs and Northern Development
Post Office Box 1500
4914-50th Street
Yellowknife, NT X1A 2R3

EXPLANATORY NOTES:

1. The Mackenzie Valley Environmental Impact Review Board referred to here is the Mackenzie Valley-wide review board, as referred to in the Gwich'in Comprehensive Land Claim Agreement and the Sahtu Dene and Metis Comprehensive Land Claim Agreement, and established by the *Mackenzie Valley Resource Management Act*, which will be amended at the time of settlement legislation to take into account the Tłįchǫ Final Agreement.

LAND AND WATER REGULATION **Sheet # 22-4**

PROJECT: **Representation of other Aboriginal people on the Mackenzie Valley Environmental Impact Review Board**

RESPONSIBILITY: Mackenzie Valley Environmental Impact Review Board (Review Board), other affected Aboriginal people with land claims agreements

PARTICIPANT / LIAISON: Canada - Department of Indian Affairs and Northern Development, Government of the Northwest Territories, Tłįchǫ Government

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Identify Aboriginal people in Nunavut or the Northwest Territories whose claim settlement area may be affected by a board decision	Review Board	prior to initiating decision making process
2. Notify affected Aboriginal people, in writing, of right to have representation on the board, giving a reasonable period of time within which to respond, and to submit their nomination, if so desired	Review Board	as soon as any such Aboriginal people is identified
3. Nominate a member to participate on the board or decline offer	other affected Aboriginal people with land claims agreements	within reasonable period of time specified by the Review Board
4. Adjust board composition, as required, to respect membership composition as established in legislation creating the board	Review Board	as soon as practicable

OBLIGATIONS ADDRESSED:

22.2.4 Where the Mackenzie Valley Environmental Impact Review Board is required to make a decision which may affect an area in Nunavut or the Northwest Territories that is adjacent to the Mackenzie Valley and that is being used by an Aboriginal people and is within the settlement area of that people under its land claims agreement, that people shall have the right to have representation on the Board. Subject to 22.2.3, the Board shall determine how to implement this provision.

RELATED CLAUSES: 1.1.1 ("land claims agreement"), 22.2.3

EXPLANATORY NOTES:

1. The Mackenzie Valley Environmental Impact Review Board referred to here is the Mackenzie Valley-wide review board, as referred to in the Gwich'in Comprehensive Land Claim Agreement and the Sahtu Dene and Metis Comprehensive Land Claim Agreement, and established by the *Mackenzie Valley Resource Management Act*, which will be amended at the time of settlement legislation to take into account the Tłįchǫ Final Agreement.

LAND AND WATER REGULATION **Sheet # 22-5**

PROJECT: **Referral to, and assessment by, the Mackenzie Valley Environmental Impact Review Board of projects which are wholly or partly in or may have an impact in Mǫwhì Gogha Dè Nı̨ı̨tłèè (NWT)**

RESPONSIBILITY: Mackenzie Valley Environmental Impact Review Board (Review Board), Canada, Government of the Northwest Territories (GNWT), Tłı̨chǫ Government (Tłı̨chǫ), other governmental authority

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Refer proposed project which is wholly or partly in or may have an impact in Mǫwhì Gogha Dè Nı̨ı̨tłèè (NWT) to the Review Board for assessment	Tłı̨chǫ, Canada, GNWT, other governmental authority	when appropriate
2. Undertake assessment of a proposed project which is wholly or partly in or may have an impact in Mǫwhì Gogha Dè Nı̨ı̨tłèè (NWT), either as referred to it in Activity 1, or on its own motion	Review Board	as required

OBLIGATIONS ADDRESSED:

22.2.9 A proposed project that has not been exempted from assessment and is wholly or partly in or may have an impact in Mǫwhì Gogha Dè Nı̨ı̨tłèè (NWT) may be referred for assessment to the Mackenzie Valley Environmental Impact Review Board by the Tłı̨chǫ Government or any governmental authority, or by the Board on its own motion whether or not a preliminary screening has been conducted and notwithstanding the results of any such screening.

22.2.10 A proposed project shall be assessed by the Mackenzie Valley Environmental Impact Review Board, in order to determine whether it will likely have a significant adverse impact on the environment or will likely be a cause of significant public concern, where that project

(a) has not been exempted from assessment; and

(b) has been the subject of a preliminary screening by a body that determined an assessment is required or has been referred for assessment under 22.2.9.

RELATED CLAUSES: 22.2.1, 22.2.6, 22.2.7, 22.2.22, 22.2.25, 22.2.26, 22.2.34

LAND AND WATER REGULATION

Sheet # 22-6

PROJECT:	**Mackenzie Valley Environmental Impact Review Board consultation with the Tłįchǫ Government during assessment of projects wholly or partly on Tłįchǫ lands**
RESPONSIBILITY:	Mackenzie Valley Environmental Impact Review Board (Review Board), Tłįchǫ Government (Tłįchǫ)

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Notify the Tłįchǫ of intent to assess a proposed project that is wholly or partly on Tłįchǫ lands, in sufficient form and detail to allow the Tłįchǫ to prepare their views on the matter; provide a reasonable period of time in which the Tłįchǫ may prepare their views on the matter, and provide an opportunity to present their views	Review Board	prior to making determination or recommendation concerning a proposed project which has not been exempted from assessment, and which has been the subject of a preliminary screening by a body that determined an assessment is required or has been referred for assessment under 22.2.9
2. Review information provided and prepare and present views on the matter	Tłįchǫ	within reasonable period of time indicated in Activity 1
3. Give full and fair consideration to any views presented	Review Board	after receiving views and before making determination or recommendation
4. Make determination or recommendation and inform the Tłįchǫ of the decision	Review Board	after giving full and fair consideration to views received

OBLIGATIONS ADDRESSED:

22.2.10 A proposed project shall be assessed by the Mackenzie Valley Environmental Impact Review Board, in order to determine whether it will likely have a significant adverse impact on the environment or will likely be a cause of significant public concern, where that project

(a) has not been exempted from assessment; and

(b) has been the subject of a preliminary screening by a body that determined an assessment is required or has been referred for assessment under 22.2.9.

22.2.11 Before completing its assessment of a proposed project that is wholly or partly on Tłįchǫ lands, the Mackenzie Valley Environmental Impact Review Board shall consult with the Tłįchǫ Government.

RELATED CLAUSES: 22.2.7, 22.2.9, 22.2.22

LAND AND WATER REGULATION **Sheet # 22-7**

PROJECT: **Direction by the Minister that an environmental impact review be conducted**

RESPONSIBILITY: Mackenzie Valley Environmental Impact Review Board (Review Board), Tłı̨chǫ Government (Tłı̨chǫ), Minister

	ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1.	Notify the Tłı̨chǫ of an intent to direct a review, if the proposed project that is wholly or partly is on Tłı̨chǫ lands, in sufficient form and detail to allow the Tłı̨chǫ to prepare their views on the matter; provide a reasonable period of time in which the Tłı̨chǫ may prepare their views on the matter, and provide an opportunity to present their views	Minister	prior to directing a review
2.	Review information provided and prepare and present views on the matter	Tłı̨chǫ	within reasonable period of time indicated in Activity 1
3.	Give full and fair consideration to any views presented	Minister	after receiving views and before making decision to direct a review
4.	Make decision of whether to direct an environmental review and notify the Review Board, in writing, of the decision	Minister	after giving full and fair consideration to views received, where the project is wholly or partly on Tłı̨chǫ lands, or at discretion
5.	Initiate the review of the proposed project if so directed by the Minister	Review Board	upon receipt of notice of direction

OBLIGATIONS ADDRESSED:

22.2.13 Notwithstanding a determination by the Mackenzie Valley Environmental Impact Review Board that an environmental impact review is not required, the Minister may direct that such a review be conducted. The Minister shall consult the Tłı̨chǫ Government before making such a decision if the proposed project is wholly or partly on Tłı̨chǫ lands.

RELATED CLAUSES: 22.2.1, 22.2.6, 22.2.9, 22.2.12

LAND AND WATER REGULATION **Sheet # 22-8**

PROJECT: **Tłı̨chǫ Government nomination of members to a review panel**

RESPONSIBILITY: Tłı̨chǫ Government (Tłı̨chǫ), Mackenzie Valley Environmental Impact Review Board (Review Board)

PARTICIPANT / LIAISON: Canada - Department of Indian Affairs and Northern Development - Northern Affairs Program (NAP)

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Notify the Tłı̨chǫ of the intent to establish a review panel for any proposed project that is: - wholly in Wek'èezhìı and is likely to have a significant adverse impact only in Wek'èezhìı; or - likely to have a significant adverse impact that is predominately in Wek'èezhìı; or - partly in or is likely to have a significant adverse impact in Wek'èezhìı, and, of entitlement to nominate review panel members, and indicate the number of Tłı̨chǫ nominees sought, and specify a reasonable time to provide a response	Review Board	prior to establishment of panel
2. Provide the Review Board, in writing, with the name of panel member nominees, in accordance with 22.2.16(a), 22.2.16(b) or 22.2.16(c), or decline offer to nominate members	Tłı̨chǫ	within time frame specified by the Review Board
3. Confirm names, in writing, to the Tłı̨chǫ and to NAP	Review Board	upon receipt of names from the Tłı̨chǫ
4. Appoint nominated members to Review Board panel	Review Board	as soon as possible following receipt of nominees

OBLIGATIONS ADDRESSED:

22.2.16 When a Mackenzie Valley Environmental Impact Review Board panel is to conduct a review under 22.2.14 or a joint panel is to conduct a review under 22.1.15,

(a) if the Board determines that the proposed project is wholly in Wek'èezhìı and is likely to have a significant adverse impact only in Wek'èezhìı, the Tłı̨chǫ Government shall be entitled to nominate 50 percent of the members of the panel;

(b) if the Board determines that the proposed project is likely to have a significant adverse impact that is predominately in Wek'èezhìı, the Tłı̨chǫ Government shall be entitled to nominate to the panel the number of members that, together with the number of members, if any, entitled to be nominated by any other Aboriginal peoples under land claims agreements, constitutes 50 percent of the members of the panel but in any event the Tłı̨chǫ Government is entitled to nominate at least two; and

(c) in all other cases, if the Board determines that the proposed project is partly in or is likely to have a significant adverse impact in Wek'èezhìı, the Tłı̨chǫ Government shall be entitled to nominate at least one member of the panel.

RELATED CLAUSES: 2.7.3, 2.7.4, 22.2.14, 22.2.15, 22.2.17

LAND AND WATER REGULATION **Sheet # 22-9**

PROJECT: **Tłįchǫ Government nominees to a review panel under the *Canadian Environmental Assessment Act***

RESPONSIBILITY: Canada - Canadian Environmental Assessment Agency (CEAA), Tłįchǫ Government (Tłįchǫ)

PARTICIPANT / LIAISON: Mackenzie Valley Environmental Impact Review Board (Review Board), other Aboriginal people whose utilization of land and water resources is primarily in the area where the project will be located or may have an impact

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Notify the Tłįchǫ of the intent to establish a review panel for any proposed project that is partly but not wholly within the Mackenzie Valley, under the *Canadian Environmental Assessment Act*, of entitlement to nominate review panel members; indicate the number of Tłįchǫ nominees sought; and specify a reasonable time to provide a response	CEAA	prior to establishment of panel
2. Provide CEAA, in writing, with the name of at least one panel member nominee where the project is partly in Wek'èezhìı or may impact Wek'èezhìı, or decline offer to nominate members	Tłįchǫ	within time frame specified by CEAA
OR		
Provide the Review Board, in writing, with the number of panel member nominee names indicated by CEAA, where the project is partly in Wek'èezhìı or may impact Wek'èezhìı, or decline offer to nominate members	Tłįchǫ	within time frame specified by CEAA
3. Select nominees and appoint as panel members	CEAA	upon receipt of names

OBLIGATIONS ADDRESSED:

22.2.21 Where an environmental impact review is to be conducted by a joint panel established under an agreement concluded under 22.2.18 or by a Mackenzie Valley Environmental Impact Review Board panel under 22.2.19,

(a) the Tłįchǫ Government shall be entitled to nominate at least one member of the panel; and

(b) the Tłįchǫ Government and the representatives of any other Aboriginal people whose utilization of land and water resources is primarily in the area where the project will be located or may have an impact shall be entitled to nominate at least 50 percent of the members of the panel, not including the chairperson.

RELATED CLAUSES: 22.2.18, 22.2.19

LAND AND WATER REGULATION **Sheet # 22-10**

PROJECT: **Consultation with the Tłįchǫ Government by an environmental review panel for a project on Tłįchǫ lands**

RESPONSIBILITY: Mackenzie Valley Environmental Impact Review Board panel (panel), Tłįchǫ Government (Tłįchǫ)

	ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1.	Notify the Tłįchǫ of intent to conduct an environmental review of a proposed project that is wholly or partly on Tłįchǫ lands, in sufficient form and detail to allow the Tłįchǫ to prepare their views on the matter; provide a reasonable period of time in which the Tłįchǫ may prepare their views on the matter, and provide an opportunity to present their views	panel	when reviewing a proposed project that is wholly or partly on Tłįchǫ lands
2.	Review information provided and prepare and present views on the matter	Tłįchǫ	within reasonable period of time indicated in Activity 1
3.	Give full and fair consideration to any views presented	panel	after receiving views and before making their report
4.	Issue panel report, and forward a copy of the report to the Tłįchǫ	panel	after giving full and fair consideration to views received

OBLIGATIONS ADDRESSED:

22.2.23 When a Mackenzie Valley Environmental Impact Review Board panel or a joint review panel is reviewing a proposed project that is wholly or partly on Tłįchǫ lands, it shall consult the Tłįchǫ Government.

RELATED CLAUSES: 22.2.18, 22.2.19, 2.2.27

LAND AND WATER REGULATION **Sheet # 22-11**

PROJECT:	**Consultation by the Canadian Environmental Assessment Agency panel with the Tłı̨chǫ Government while reviewing projects that are partly in or may have an impact in Wek'èezhìı**
RESPONSIBILITY:	Canada - Canadian Environmental Assessment Agency panel (CEAA panel), Tłı̨chǫ Government (Tłı̨chǫ)

	ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1.	Notify the Tłı̨chǫ of intent to conduct an environmental review of a proposed project that is partly in or may have an impact in Wek'èezhìı, in sufficient form and detail to allow the Tłı̨chǫ to prepare their views on the matter, and provide information throughout the review; provide a reasonable period of time in which the Tłı̨chǫ may prepare their views on the matter, and provide an opportunity to present their views	CEAA panel	during the review of a proposed project that is partly in or may have an impact in Wek'èezhìı
2.	Review information provided and prepare and present views on the matter	Tłı̨chǫ	within reasonable period of time indicated in Activity 1
3.	Give full and fair consideration to any views presented	CEAA panel	after receiving views and before making a decision
4.	Make environmental review decision and notify the Tłı̨chǫ, in writing, of the decision	CEAA panel	after giving full and fair consideration to views received

OBLIGATIONS ADDRESSED:

22.2.24 Where a public review of a proposed project that is partly in or may have an impact in Wek'èezhìı is to be conducted by a review panel under the *Canadian Environmental Assessment Act*, the panel shall consult the Tłı̨chǫ Government throughout the review.

RELATED CLAUSES: 22.2.15, 22.2.18

LAND AND WATER REGULATION **Sheet # 22-12**

PROJECT: **Responding to a recommendation or an assessment of environmental review bodies**

RESPONSIBILITY: Canada, Government of the Northwest Territories (GNWT), Tłįchǫ Government (Tłįchǫ), independent regulatory agency (regulatory agency), Mackenzie Valley Environmental Impact Review Board (Review Board), review panel

PARTICIPANT / LIAISON: Canada - Canadian Environmental Assessment Agency and panel

ACTIVITIES		**RESPONSIBILITY**	**TIMING GUIDELINES**
1.	Notify the Review Board of intent to consider new facts pertaining to an environmental review of a proposed project to be located wholly or partly on Tłįchǫ lands, in sufficient form and detail to allow the Review Board to prepare their views on the matter, and provide information throughout the review; provide a reasonable period of time in which the Review Board may prepare their views on the matter, and provide an opportunity to present their views	Canada, GNWT, regulatory agency, Tłįchǫ	following receipt of recommendation of the Review Board under 22.2.12(c) or of a panel referred to in 22.2.27(d)
2.	Review information provided and prepare and present views on the matter	Review Board	within reasonable period of time indicated in Activity 1
3.	Give full and fair consideration to any views presented	Canada, GNWT, regulatory agency, Tłįchǫ	after receiving views
4.	Notify the Review Board of new facts to be considered	Canada, GNWT, regulatory agency, Tłįchǫ	after giving fair and full consideration to views received
5.	Consider a recommendation of the Review Board under 22.2.12(c) and of a review panel in the report referred to in 22.2.27(d)	Canada, GNWT, regulatory agency	following receipt of a recommendation and consideration of any new information identified

OR

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
Consider a recommendation of the Review Board under 22.2.12(c) and of a review panel in the report referred to in 22.2.27(d) when the proposed project is wholly or partly on Tłı̨chǫ lands	Tłı̨chǫ, Canada, GNWT, regulatory agency	following receipt of a recommendation and consideration of any new information identified
6. Accept, or refer back for further consideration, a recommendation of the Review Board under 22.2.12(c) or of a review panel referred to in 22.2.27(d)	Canada, GNWT, regulatory agency	after giving full and fair consideration to a recommendation and any other views received
OR		
Accept, or refer back for further consideration (except for a joint panel), a recommendation of the Review Board under 22.2.12(c) or of a review panel referred to in 22.2.27(d) when the proposed project is wholly or partly on Tłı̨chǫ lands	Tłı̨chǫ	after giving full and fair consideration to a recommendation and any other views received
7. Notify the Review Board or panel of intent to only accept with modifications, or reject, a recommendation of the Review Board under 22.2.12(c) or of a review panel referred to in 22.2.27(d), in sufficient form and detail to allow the Review Board to prepare their views on the matter; provide a reasonable period of time in which the Review Board may prepare their views on the matter, and provide an opportunity to present their views	Canada, GNWT, regulatory agency, or, when the proposed project is wholly or partly on Tłı̨chǫ lands, Tłı̨chǫ	prior to modifying or rejecting a recommendation of the Review Board or a review panel
8. Review information provided and prepare and present views on the matter	Review Board	within reasonable period of time indicated in Activity 7
10. Give full and fair consideration to any views presented	Canada, GNWT, regulatory agency, Tłı̨chǫ	after receiving views

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
11. Notify the Review Board, in writing, of the decision	Canada, GNWT, regulatory agency, Tłįchǫ	after giving fair and full consideration to views received
12. Reconsider a recommendation according to any direction given, and provide finalized recommendations for reconsideration by Canada, GNWT, regulatory agencies or Tłįchǫ	Review Board, review panel	following referral for further consideration in Activity 7
13. Provide written notification of the final decision, with reasons, concerning the environmental review to interested parties	Canada, GNWT, Tłįchǫ, regulatory agency	after making final decision

OBLIGATIONS ADDRESSED:

22.2.12 As a result of its assessment, the Mackenzie Valley Environmental Impact Review Board shall

(a) when the proposed project is not likely in its opinion to have a significant adverse impact on the environment or is not likely in its opinion to be a cause of a significant public concern, determine that an environmental impact review is not required;

(b) when the proposed project is likely in its opinion to have a significant adverse impact on the environment or is likely in its opinion to be a cause of significant public concern, determine that an environmental impact review is required; or

(c) when the proposed project is likely in its opinion to have a significant adverse impact on the environment or is likely in its opinion to be a cause of significant public concern, recommend that the authorizations impose such measures it considers necessary to prevent the significant adverse impact.

22.2.27 An environmental impact review conducted by a Mackenzie Valley Environmental Impact Review Board panel or a joint review panel referred to in 22.2 shall include

(a) the submission by the proponent of an impact statement in accordance with any guidelines established by the Board or the panel;

(b) such analysis by the Board or the panel as is considered appropriate;

(c) public consultation or hearings in affected communities; and

(d) a report resulting from the review to each Minister and independent regulatory agency and, where the proposed project is to be located on Tłįchǫ lands, to the Tłįchǫ Government with a recommendation that the project be approved, with or without conditions, or rejected.

22.2.29 Each Minister and independent regulatory agency and, where the proposed project is to be wholly or partly on Tłįchǫ lands, the Tłįchǫ Government,

(a) shall consider a recommendation of the Mackenzie Valley Environmental Impact Review Board under 22.2.12(c) and of a review panel in the report referred to in 22.2.27(d); and

(b) may accept the recommendation, may refer the recommendation back for further consideration except where the panel is a joint panel or may, after consulting with the Board or panel as the case may be, accept the recommendation with modifications or reject the recommendation.

22.2.31 In considering a recommendation of the Mackenzie Valley Environmental Impact Review Board under 22.2.12(c) or of a review panel in the report referred to in 22.2.27(d), a Minister, the Tłįchǫ Government or an independent regulatory agency may consider information not before the Board or panel, as the case may be, and matters of public interest not considered by it. Any new facts bearing on the environmental impact of the proposed project considered by a Minister, the Tłįchǫ Government or an independent regulatory agency shall be identified by it in consultation with the Board.

22.2.32 Subject to 22.2.33, any decision of a Minister, the Tłįchǫ Government or an independent regulatory agency under 22.2.29 shall be implemented by it and by each department or agency, including any community government, for which it is responsible, to the extent of its authority under legislation or Tłįchǫ laws.

22.2.35 Written reasons, which shall be public, shall be given for all decisions and recommendations under 22.2.

RELATED CLAUSES: 22.2.16, 22.2.30, 22.2.33

LAND AND WATER REGULATION

Sheet # 22-13

PROJECT: **Establishment of the Wek'èezhìı Land and Water Board**

RESPONSIBILITY: Canada - Department of Indian Affairs and Northern Development (DIAND), board or panel

PARTICIPANT / LIAISON: Wek'èezhìı Land and Water Board (WLWB)

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Create the WLWB, by legislation	DIAND	legislation to come into force on effective date
2. May provide in the legislation that the WLWB have only administrative powers for an initial period of up to six months	DIAND	legislation to come into force on effective date
3. Exercise substantive powers respecting land and water in Wek'èezhìı in accordance with 22.3.9 to 22.3.12 and 22.4	board or panel	during any initial period during which the WLWB has only administrative powers

OBLIGATIONS ADDRESSED:

22.3.2 A board, to be called the Wek'èezhìı Land and Water Board, shall be established, on the effective date, by legislation, as an institution of public government, to regulate the use of land and water and the deposit of waste throughout Wek'èezhìı except in a national park or a national historic park or site administered by Parks Canada. To the extent a community government has and exercises any power to regulate the use of land, the Board shall not have authority to regulate the use of land in that community. The legislation may provide for any matter not specified in this chapter in a manner consistent with this chapter. The legislation may provide that the Board has only administrative powers for an initial period, not to exceed six months but, during any such period, 22.3.9 to 22.3.12 and 22.4 apply to the board or panel exercising the substantive powers respecting land and water in Wek'èezhìı.

RELATED CLAUSES: 2.11.1, 22.3.9, 22.3.10, 22.3.11, 22.3.12, 22.4

FUNDING:

1. Funding for the Wek'èezhìı Land and Water Board is identified in Sheet # 22-1.

LAND AND WATER REGULATION **Sheet # 22-14**

PROJECT: **Composition of the Wek'èezhìı Land and Water Board**

RESPONSIBILITY: Canada - Department of Indian Affairs and Northern Development - Northwest Territories Region (DIAND NT Region), Canada - Department of Indian Affairs and Northern Development - Minister (DIAND Minister), Canada - Department of Indian Affairs and Northern Development - Implementation Management Directorate (IM), Government of the Northwest Territories - Ministry of Resources, Wildlife and Economic Development (RWED), Wek'èezhìı Land and Water Board (WLWB), Tłįchǫ Government (Tłįchǫ), another Aboriginal people

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Provide other Parties with notice, in writing, of the names of individuals being considered for nomination to the WLWB, with sufficient form and detail to allow the other Parties to prepare their views on the matter and provide a reasonable period of time for a response	DIAND NT Region, RWED, Tłįchǫ, another Aboriginal people	prior to making nominations
2. Review information provided and prepare and present views on the matter	DIAND NT Region, RWED, Tłįchǫ, another Aboriginal people	within reasonable period of time indicated in Activity 1
3. Give full and fair consideration to any views presented	DIAND NT Region, RWED, Tłįchǫ, another Aboriginal people	after receiving views and before making nomination
4. Nominate members, and inform DIAND NT Region of nominations	RWED	as soon as possible following effective date
5. Appoint member(s) to the WLWB, subject to any agreement between the Tłįchǫ Government and another Aboriginal people, including an agreement under 2.7.4.	Tłįchǫ	as soon as possible after considering views
6. Appoint two members to the WLWB	DIAND Minister	as soon as possible after considering views

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
7. Nominate a chairperson	WLWB	as soon as possible following appointment of members
8. Appoint chairperson	IM, Tłįchǫ, another Aboriginal people	as soon as possible following nomination of chairperson
9. Replace vacant position if chairperson selected was one of the appointed members, following procedures outlined in Activities 1 to 6	DIAND NT Region, RWED, Tłįchǫ, another Aboriginal people	following appointment of chairperson

OBLIGATIONS ADDRESSED:

22.3.3 Excluding the chairperson,

(a) 50 percent of the members of the Wek'èezhìı Land and Water Board shall be appointed by government; and

(b) the Tłįchǫ Government shall be entitled to appoint 50 percent of the members of the Wek'èezhìı Land and Water Board, subject to any agreement between the Tłįchǫ Government and another Aboriginal people, including an agreement under 2.7.3 or 2.7.4.

22.3.5 The authorities entitled to appoint members to the Wek'èezhìı Land and Water Board shall consult with each other before making their appointments.

22.3.6 The chairperson shall be nominated by the other members of the Wek'èezhìı Land and Water Board and appointed jointly by the authorities entitled to appoint members of the Board. The members may nominate one of themselves or any other person.

RELATED CLAUSES: 2.7.3, 2.7.4

PLANNING ASSUMPTIONS:

1. To initiate the start-up of the Wek'èezhìı Land and Water Board, the DIAND Regional Office may facilitate the calling of the first meeting where the Chairperson is selected.

LAND AND WATER REGULATION **Sheet # 22-15**

PROJECT:	**Representation of other Aboriginal people on the Wek'èezhìı Land and Water Board**
RESPONSIBILITY:	Wek'èezhìı Land and Water Board (WLWB), other affected Aboriginal people with land claims agreements
PARTICIPANT / LIAISON:	Canada - Department of Indian Affairs and Northern Development, Government of the Northwest Territories, Tłįchǫ Government

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Identify Aboriginal people in Nunavut or the Northwest Territories whose claim settlement area may be affected by a WLWB decision	WLWB	prior to initiating decision making process
2. Notify affected Aboriginal people, in writing, of right to have representation on the WLWB, giving a reasonable period of time within which to respond, and to submit their nomination, if so desired	WLWB	as soon as any such Aboriginal people is identified
3. Nominate a member to participate on the Board or decline offer	other affected Aboriginal people with land claims agreements	within reasonable period of time specified by WLWB
4. Adjust WLWB composition, as required, to respect membership composition as established in legislation creating the WLWB	WLWB	as soon as practicable

OBLIGATIONS ADDRESSED:

22.3.4 Where the Wek'èezhìı Land and Water Board is required to make a decision which may affect an area in Nunavut or the Northwest Territories that is adjacent to Wek'èezhìı and that is being used by an Aboriginal people and is within the settlement area of that people under its land claims agreement, that people shall have the right to have representation on the Board. Notwithstanding 22.3.3(b) but subject to 22.3.3(a), the Board shall determine how to implement this provision provided that at least one member is appointed by the Tłįchǫ Government.

RELATED CLAUSES: 1.1.1 ("land claims agreement"), 22.3.3

LAND AND WATER REGULATION **Sheet # 22-16**

PROJECT:	**Provision of policy direction to the Wek'èezhìı Land and Water Board**
RESPONSIBILITY:	Canada - Minister of the Department of Indian Affairs and Northern Development (DIAND Minister), Tłįchǫ Government (Tłįchǫ)
PARTICIPANT / LIAISON:	Government of the Northwest Territories, Wek'èezhìı Land and Water Board (WLWB)

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Give written policy directions to the WLWB	DIAND Minister	as required
2. Give written policy directions in relation to the use of Tłįchǫ lands to the WLWB	Tłįchǫ	as required
3. Provide approvals of decisions of the WLWB in relation to the use of water or the deposit of waste	DIAND Minister	as required

OBLIGATIONS ADDRESSED:

22.3.10 To the extent provided by legislation, the decisions of the Wek'èezhìı Land and Water Board are subject to policy directions from the Minister and, in relation to the use of water or the deposit of waste, the approval of the Minister. Legislation shall provide that, in relation to the use of Tłįchǫ lands, the decisions of the Board are subject to policy directions from the Tłįchǫ Government, to the extent compliance with those directions do not require the Board to exceed its approved budget. The policy directions from the Minister and the Tłįchǫ Government will not apply to applications pending when the directions are given.

22.3.11 If there is a conflict between a policy direction from the Tłįchǫ Government and one from the Minister, the policy direction from the Tłįchǫ Government prevails.

22.3.12 Legislation applicable to the Wek'èezhìı Land and Water Board prevails over any conflicting policy direction from the Minister or the Tłįchǫ Government.

RELATED CLAUSES: 22.3.15

PLANNING ASSUMPTIONS:

1. "Policy direction" refers to written direction which is approved and promulgated by the originating organization through some established process.

LAND AND WATER REGULATION **Sheet # 22-17**

PROJECT: **Consultation among the Parties and the Wek'èezhìı Land and Water Board prior to the provision of policy direction or enactment of legislation**

RESPONSIBILITY: Canada - Department of Indian Affairs and Northern Development (DIAND), DIAND Minister, Government of the Northwest Territories - Ministry of Aboriginal Affairs (MAA), Tłı̨chǫ Government (Tłı̨chǫ), Wek'èezhìı Land and Water Board (WLWB), any community government

PARTICIPANT / LIAISON: Government of the Northwest Territories - Resources, Wildlife and Economic Development

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Notify the Tłı̨chǫ and WLWB of intent to enact legislation regulating the use of land or water or the deposit of waste that applies to any part of Wek'èezhìı or Mǫwhì Gogha Dè Nı̨ıtłèè (NWT), or any amendments to such legislation, in sufficient form and detail to allow the Tłı̨chǫ, in relation to its application in Mǫwhì Gogha Dè Nı̨ıtłèè (NWT), and the WLWB, in relation to its application in Wek'èezhìı, to prepare their views on the matter; provide a reasonable period of time in which the Tłı̨chǫ and WLWB may prepare their views on the matter, and provide an opportunity to present their views	DIAND, MAA, community government	before enacting legislation
2. Review information provided and prepare and present views on the matter	Tłı̨chǫ, WLWB	within reasonable period of time indicated in Activity 1
3. Give full and fair consideration to any views presented	DIAND, MAA, community government	after receiving views and before enacting or amending legislation
4. Make decision and inform the Tłı̨chǫ and the WLWB of the decision	DIAND, MAA, community government	after giving full and fair consideration to views received

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
5. Enact or amend legislation, in accordance with decision	DIAND, MAA, community government	in accordance with decision
6. Notify DIAND and MAA and the WLWB of intent to give policy direction to the WLWB or to enact laws in respect of the use of Tłı̨chǫ lands, in sufficient form and detail to allow DIAND/MAA and WLWB to prepare their views on the matter; provide a reasonable period of time in which DIAND/MAA and the WLWB may prepare their views on the matter, and provide an opportunity to present their views	Tłı̨chǫ	before giving policy direction to the WLWB or enacting any laws in respect of the use of Tłı̨chǫ lands
7. Review information provided and prepare and present views on the matter	DIAND, MAA, WLWB	within reasonable period of time indicated in Activity 6
8. Give full and fair consideration to any views presented	Tłı̨chǫ	after receiving views and before making decision concerning policy direction or laws
9. Make decision and inform DIAND, MAA and the WLWB of the decision	Tłı̨chǫ	after giving full and fair consideration to views received
10. Give policy direction or enact laws	Tłı̨chǫ	in accordance with decision
11. Notify the Tłı̨chǫ and WLWB of intent to give policy direction to the WLWB, in sufficient form and detail to allow the Tłı̨chǫ and WLWB to prepare their views on the matter; provide a reasonable period of time in which the Tłı̨chǫ and WLWB may prepare their views on the matter, and provide an opportunity to present their views	DIAND Minister	before giving policy direction to the WLWB
12. Review information provided and prepare and present views on the matter	Tłı̨chǫ, WLWB	within reasonable period of time indicated in Activity 11

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
13. Give full and fair consideration to any views presented	DIAND Minister	after receiving views and before providing policy direction
14. Make decision and inform the Tłı̨chǫ and the WLWB of the decision	DIAND Minister	after giving full and fair consideration to views received
15. Provide policy direction, as appropriate	DIAND Minister	in accordance with decision

OBLIGATIONS ADDRESSED:

22.3.15 Before enacting legislation regulating the use of land or water or the deposit of waste that applies to any part of Wek'èezhìı or Mǫwhì Gogha Dè Nı̨ıtłèè (NWT) or any amendments to such legislation, government, including any community government, shall consult with the Tłı̨chǫ Government in relation to its application in Mǫwhì Gogha Dè Nı̨ıtłèè (NWT) and the Wek'èezhìı Land and Water Board in relation to its application in Wek'èezhìı. Before giving any policy direction to the Board or enacting any laws, in respect of the use of Tłı̨chǫ lands, the Tłı̨chǫ Government shall consult with government and the Board. Before giving any policy direction to the Board, the Minister shall consult with the Tłı̨chǫ Government and the Board.

RELATED CLAUSES: 7.4.2, 22.3.10, 22.3.11, 22.3.12

LAND AND WATER REGULATION **Sheet # 22-18**

PROJECT:	**Exercise by the Wek'èezhìı Land and Water Board and government of discretionary powers related to land**
RESPONSIBILITY:	Canada, Government of the Northwest Territories (GNWT), Wek'èezhìı Land and Water Board (WLWB), Tłįchǫ community government (TCG)
PARTICIPANT / LIAISON:	Tłįchǫ Government

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Exercise discretionary powers in a manner consistent with any Tłįchǫ laws made under 7.4.2 including any conditions on the use of Tłįchǫ lands provided in a land use plan or otherwise	WLWB, Canada, GNWT, TCG	when exercising any discretionary powers relating to the use of land that they may have under legislation

OBLIGATIONS ADDRESSED:

22.3.16 The Wek'èezhìı Land and Water Board and government, including a Tłįchǫ community government, must exercise any discretionary powers relating to the use of land that they may have under legislation in a manner consistent with any Tłįchǫ laws made under 7.4.2 including any conditions on the use of Tłįchǫ lands provided in a land use plan or otherwise.

RELATED CLAUSES: 7.4.2

LAND AND WATER REGULATION **Sheet # 22-19**

PROJECT: **Consultation with the Tłįchǫ Government prior to authorizing activities in relation to Tłįchǫ lands or waters overlying those lands**

RESPONSIBILITY: Wek'èezhìı Land and Water Board (WLWB), Tłįchǫ Government (Tłįchǫ)

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Notify the Tłįchǫ of intent to issue, amend or renew any authorization in relation to Tłįchǫ lands or waters overlying those lands, in sufficient form and detail to allow the Tłįchǫ to prepare their views on the matter; provide a reasonable period of time in which the Tłįchǫ may prepare their views on the matter, and provide an opportunity to present their views	WLWB	prior to issuing authorization
2. Review information provided and prepare and present views on the matter	Tłįchǫ	within reasonable period of time indicated in Activity 1
3. Give full and fair consideration to any views presented	WLWB	after receiving views and before authorizing activity
4. Make authorization decision and inform the Tłįchǫ of the decision	WLWB	after giving full and fair consideration to views received
5. Issue authorization, if approved	WLWB	in accordance with decision

OBLIGATIONS ADDRESSED:

22.3.19 The Wek'èezhìı Land and Water Board shall consult with the Tłįchǫ Government before issuing, amending or renewing any authorization in relation to Tłįchǫ lands or waters overlying those lands.

RELATED CLAUSES: 17.2.6

LAND AND WATER REGULATION **Sheet # 22-20**

PROJECT: **Land use planning in Wek'èezhìı**

RESPONSIBILITY: Canada - Department of Indian Affairs and Northern Development - NWT Region (DIAND NT Region), Government of the Northwest Territories (GNWT), GNWT - Ministry of Aboriginal Affairs (MAA), Tłı̨chǫ Government (Tłı̨chǫ), Tłı̨chǫ community government (TCG), departments and agencies, Wek'èezhìı Land and Water Board (WLWB)

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Establish a mechanism for preparation, approval and implementation of a land use plan that applies to all parts of Wek'èezhìı, other than Tłı̨chǫ lands, national parks and lands in a community	DIAND NT Region, MAA	at discretion
2. Notify the other parties of intent to prepare any land use plans for any part of Wek'èezhìı in sufficient form and detail to allow the parties to prepare their views on the matter; provide a reasonable period of time in which the other parties may prepare their views on the matter, and provide an opportunity to present their views	DIAND NT Region, MAA, Tłı̨chǫ, TCG	prior to beginning land use planning activities
3. Review information provided and prepare and present views on the matter	DIAND NT Region, MAA, Tłı̨chǫ, TCG	within reasonable period of time indicated in Activity 2
4. Give full and fair consideration to any views presented	DIAND NT Region, MAA, Tłı̨chǫ, TCG	after receiving views and before undertaking land use planning
5. Make decision, and provide notice to other parties, concerning land use planning in the area of jurisdiction, with a view to sharing information and harmonizing their plans	DIAND NT Region, MAA, Tłı̨chǫ, TCG	after giving full and fair consideration to views received

	ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
6.	Enter negotiations and seek to reach agreement to establish a land use planning body and a mechanism for the preparation, approval and implementation of a land use plan that applies to all of Wek'èezhìı other than national parks	DIAND NT Region, MAA, Tłı̨chǫ	at request of any Party
7.	Exercise powers in relation to Wek'èezhìı in accordance with the land use plan	DIAND NT Region, GNWT, Tłı̨chǫ, TCG, and their departments and agencies, WLWB	following the approval of a land use plan applicable to any part of Wek'èezhìı

OBLIGATIONS ADDRESSED:

22.5.1 Government may establish a mechanism for the preparation, approval and implementation of a land use plan that applies to all parts of Wek'èezhìı, other than Tłı̨chǫ lands, national parks and lands in a community.

22.5.2 Government, the Tłı̨chǫ Government and the Tłı̨chǫ community governments shall consult with each other during the preparation of land use plans for any part of Wek'èezhìı with a view to sharing information and harmonizing their plans.

22.5.3 The Parties may, by agreement, establish a land use planning body and a mechanism for the preparation, approval and implementation of a land use plan that applies to all of Wek'èezhìı, other than national parks.

22.5.4 Upon the approval of a land use plan applicable to any part of Wek'èezhìı, government, the Tłı̨chǫ Government and the Tłı̨chǫ community governments and their departments and agencies, including the Wek'èezhìı Land and Water Board, shall exercise their powers in relation to Wek'èezhìı in accordance with the plan.

RELATED CLAUSES: 22.3.16

LAND AND WATER REGULATION **Sheet # 22-21**

PROJECT:	**Consideration by government of an agreement negotiated between the Tłįchǫ Government and another Aboriginal people regarding land and water management in Wek'èezhìı**
RESPONSIBILITY:	Tłįchǫ Government (Tłįchǫ), representatives of the Aboriginal people to be party to a future land claims agreement (other Aboriginal people), government, Canada - Department of Indian Affairs and Northern Development (DIAND), DIAND Minister, Government of the Northwest Territories - Ministry of Aboriginal Affairs (MAA)
PARTICIPANT / LIAISON:	Wek'èezhìı Land and Water Board, land and water board with jurisdiction in an area larger than but including Wek'èezhìı

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Notify the Tłįchǫ that a provision is being proposed for inclusion in a future land claims agreement which will provide a new body with regulatory authority described in 22.6.1 in any part of Wek'èezhìı	government	prior to concluding the future land claims agreement
2. Provide the Tłįchǫ a reasonable period of time in which to conclude an agreement, on how their decisions for that use of land or water or deposit of waste in that part of Wek'èezhìı are to be made, with the representatives of the Aboriginal people to be party to that future land claims agreement	government	prior to concluding the future land claims agreement
3. Seek to conclude an agreement with the representatives of the Aboriginal people to be party to that future land claims agreement respecting how the new body and the WLWB or the larger board will ensure that all their decisions for that use of land or water or deposit of waste in that part of Wek'èezhìı are made jointly by the new body and the WLWB, by only one of them or by another authority	Tłįchǫ, other Aboriginal people	within reasonable period of time provided in Activity 2, or as otherwise agreed

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
4. Consider the agreement concluded between the Tłįchǫ and the representatives of the Aboriginal people to be party to that future land claims agreement	government	upon notification of agreement between the parties
5. Notify the Tłįchǫ of the decision	government	after giving consideration to the proposed agreement
6. Amend the Tłįchǫ Agreement in accordance with any agreement approved under 22.6.1(b)	DIAND, MAA, Tłįchǫ	upon approval of, and in accordance with, agreement reached
7. Have a copy of the amendments to the Agreement deposited in the Library of Parliament, the legislative library of the GNWT, the office of the Registrar of Land Titles, the main office of the Tłįchǫ, the libraries of DIAND at headquarters and in the NWT regional office	DIAND Minister	as soon as possible following agreement
8. Ensure that the future land claims agreement accords with any agreement approved under 22.6.1(b)	government	while negotiating land claims agreements

OBLIGATIONS ADDRESSED:

22.6.1 Before government concludes a future land claims agreement that would authorize a body ("new body") other than the Wek'èezhìı Land and Water Board or the larger board referred to in 22.4.1 to regulate any use of land or water or deposit of waste in a part of Wek'èezhìı,

(a) government shall notify the Tłįchǫ Government that such a provision is being negotiated and provide to the Tłįchǫ Government a reasonable opportunity to conclude an agreement with the representatives of the Aboriginal people to be party to that future land claims agreement respecting how the new body and that board will ensure that all their decisions for that use of land or water or deposit of waste in that part of Wek'èezhìı are made jointly by the new body and the board, by only one of them or by another authority;

(b) government shall consider any agreement concluded under (a) and decide whether to approve it; and

(c) the Parties shall amend the Agreement in accordance with any agreement approved under (b) and government shall ensure that the future land claims agreement accords with any agreement approved under (b).

2.13.1 The Minister of Indian Affairs and Northern Development shall cause a copy of the Agreement and of any amendments thereto, including any instrument giving effect to an amendment, to be deposited in

(a) the Library of Parliament;

(b) the legislative library of the Government of the Northwest Territories;

(c) the main office of the Tłı̨chǫ Government;

(d) the library of the Department of Indian Affairs and Northern Development that is situated in the National Capital Region;

(e) the office of the Registrar of Land Titles for the Northwest Territories;

(f) the regional office of the Department of Indian Affairs and Northern Development that is situated in the Northwest Territories; and

(g) such other places as the Minister deems necessary.

RELATED CLAUSES: 2.7.4, 2.10.1, 22.3, 22.4

PLANNING ASSUMPTIONS:

1. A copy of amendments to the Agreement will also be sent to the GNWT at the following address:

Director of Implementation
Ministry of Aboriginal Affairs
Government of the Northwest Territories
Post Office Box 1320
Yellowknife, NT X1A 2L9

LAND AND WATER REGULATION **Sheet # 22-22**

PROJECT: **Concluding an agreement respecting how a new body with authorities under another land claims agreement and the Wek'èezhìı Land and Water Board will ensure that land and water management decisions are made jointly**

RESPONSIBILITY: Wek'èezhìı Land and Water Board (WLWB), body other than the Wek'èezhìı Land and Water Board which has authority in relation to any part of Wek'èezhìı provided through a future land claims agreement ("new body"), land and water board with jurisdiction in an area larger than but including Wek'èezhìı (larger board)

PARTICIPANT / LIAISON: Government of the Northwest Territories - Resources, Wildlife and Economic Development, Canada - Canadian Wildlife Service, Canada - Department of Fisheries and Oceans, Tłı̨chǫ Government (Tłı̨chǫ)

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Make decisions in accordance with any agreement approved under 22.6.1(b)	WLWB, new body	as agreed in new land claims agreement
2. Enter discussions to establish a process for making joint decisions for the subject matters of 22.6.1, in the absence of an agreement approved under 22.6.1(b)	WLWB, new body	at discretion
3. Implement process for making the joint decisions, giving notification, in writing, to Canada, GNWT and the Tłı̨chǫ	WLWB, new body	as soon as practicable, following taking effect of a new land claims agreement
4. Make decision, in the absence of any agreement for a joint process under 22.6.1(b) or under 22.6.2, or where the WLWB and the new body fail to make a decision described in 22.6.1 within any reasonable period of time specified in accordance with legislation	larger board	in the absence of receipt of any notification that there is agreement on a joint process, or upon expiry of specified time

OBLIGATIONS ADDRESSED:

22.6.1 Before government concludes a future land claims agreement that would authorize a body ("new body") other than the Wek'èezhìı Land and Water Board or the larger board referred to in 22.4.1 to regulate any use of land or water or deposit of waste in a part of Wek'èezhìı,

(a) government shall notify the Tłı̨chǫ Government that such a provision is being negotiated and provide to the Tłı̨chǫ Government a reasonable opportunity to conclude an agreement with the representatives of the Aboriginal people to be party to that future land claims agreement respecting how the new body and that board will ensure that all their decisions for that use of land or water or deposit of waste in that part of Wek'èezhìı are made jointly by the new body and the board, by only one of them or by another authority;

(b) government shall consider any agreement concluded under (a) and decide whether to approve it; and

(c) the Parties shall amend the Agreement in accordance with any agreement approved under (b) and government shall ensure that the future land claims agreement accords with any agreement approved under (b).

22.6.2 If a future land claims agreement provides that a new body has authority to regulate any use of land or water or deposit of waste in a part of Wek'èezhìı, the new body and the Wek'èezhìı Land and Water Board or the larger board referred to in 22.4.1, as the case may be, shall, in the absence of an agreement approved under 22.6.1(b), make their decisions for that use of land or water or deposit of waste in that part of Wek'èezhìı jointly, in accordance with a process agreed to by them.

22.6.3 In the absence of an agreement approved under 22.6.1(b) or where the new body and the Wek'èezhìı Land and Water Board or the larger board referred to in 22.4.1, as the case may be, fail to agree on a process under 22.6.2 or to make a decision described in 22.6.2 within any reasonable amount of time specified in accordance with legislation, the larger board referred to in 22.4.1 shall make that decision.

RELATED CLAUSES: 22.4.1

SUBSURFACE RESOURCES **Sheet # 23-1**

PROJECT: **Consultation in relation to minerals, other than specified substances, and oil and gas, on Crown land wholly or partly in Mǫwhì Gogha Dè Nı̨ıtłèè (NWT) or on Tłı̨chǫ lands subject to a mining right administered by government**

RESPONSIBILITY: Tłı̨chǫ Government (Tłı̨chǫ), person proposing to explore or engage in development of minerals, oil or gas (person)

PARTICIPANT / LIAISON: Canada - Department of Indian Affairs and Northern Development - Northern Affairs Program

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Notify the Tłı̨chǫ of any proposal, relating to an activity described in 23.2.1, including subject matters included under 23.2.2, in sufficient form and detail to allow the Tłı̨chǫ to prepare their views on the matter; provide a reasonable period of time in which the Tłı̨chǫ may prepare their views on the matter, and provide an opportunity to present their views	person	prior to engaging in exploratory or development activities, unless negotiations have been conducted in accordance with 23.4.1
2. Review information provided and prepare and present views on the matter	Tłı̨chǫ	within reasonable period of time indicated in Activity 1
3. Give full and fair consideration to any views presented	person	after receiving views
4. Make final decisions with respect to exploration or development activities and inform the Tłı̨chǫ of the decision	person	after giving full and fair consideration to views received
5. Undertake exploration or development activity	person	in accordamce with decision

OBLIGATIONS ADDRESSED:

23.2.1 Any person who, in relation to Crown land wholly or partly in Mǫwhì Gogha Dè Nı̨ıtłèè (NWT) or Tłı̨chǫ lands subject to a mining right administered by government under 18.6.1, proposes to

(a) explore for or produce or conduct an activity related to the development of minerals, other than specified substances, and oil and gas, if an authorization for the use of land or water or deposit of waste is required from government or a board established by government to conduct these activities; or

(b) explore for or produce or conduct an activity related to the development of oil or gas,

shall consult the Tłı̨chǫ Government.

23.2.2 The consultations conducted under 23.2.1 shall include

(a) environmental impact of the activity and mitigative measures;

(b) impact on wildlife harvesting and mitigative measures;

(c) location of camps and facilities and other related site specific planning concerns;

(d) maintenance of public order including liquor and drug control;

(e) employment of Tłı̨chǫ Citizens, business opportunities and contracts, training orientation and counselling for employees who are Tłı̨chǫ Citizens, working conditions and terms of employment;

(f) expansion or termination of activities;

(g) a process for future consultations; and

(h) any other matter agreed to by the Tłı̨chǫ Government and the person consulting that government.

23.2.4 No consultation is required under 23.2.1 where negotiations have been conducted in accordance with 23.4.1.

RELATED CLAUSES: 1.1.1 ("mineral", "mining right"), 18.6.1, 23.1.1 ("development"), 23.2.3, 23.4.1

SUBSURFACE RESOURCES **Sheet # 23-2**

PROJECT: **Consultation by government prior to opening lands for oil and gas exploration wholly or partly in Mǫwhì Gogha Dè Nı̨ı̨tłèè (NWT)**

RESPONSIBILITY: Canada - Department of Indian Affairs and Northern Development - Northern Affairs Program (NAP), Tłı̨chǫ Government (Tłı̨chǫ)

PARTICIPANT/LIAISON: Government of the Northwest Territories - Resources, Wildlife and Economic Development

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Notify the Tłı̨chǫ of proposal concerning matters related to exploration wholly or partly in Mǫwhì Gogha Dè Nı̨ı̨tłèè (NWT), including benefits plan requirements and other terms and conditions to be attached to rights issuance, in sufficient form and detail to allow the Tłı̨chǫ to prepare their views on the matter; provide a reasonable period of time in which the Tłı̨chǫ may prepare their views on the matter, and provide an opportunity to present their views	NAP	prior to opening any lands in Wek'èezhìı for oil and gas exploration
2. Review information provided and prepare and present views on the matters	Tłı̨chǫ	within reasonable period of time provided in Activity 1
3. Give full and fair consideration to any views presented	NAP	after receiving views
4. Make decision whether to open lands wholly or partly in Mǫwhì Gogha Dè Nı̨ı̨tłèè (NWT) for gas and oil exploration and inform the Tłı̨chǫ of the decision	NAP	after giving full and fair consideration to views presented
5. Take steps to open lands wholly or partly in Mǫwhì Gogha Dè Nı̨ı̨tłèè (NWT) for gas and oil exploration with appropriate benefits plan requirements and terms and conditions	NAP	in accordance with decision

OBLIGATIONS ADDRESSED:

23.3.1 Prior to opening any lands wholly or partly in Mǫwhì Gogha Dè Nı̨ı̨tłèè (NWT) for oil and gas exploration, government shall consult the Tłı̨chǫ Government on matters related to that exploration, including benefits plans and other terms and conditions to be attached to rights issuance.

RELATED CLAUSES: 23.5.1

SUBSURFACE RESOURCES **Sheet # 23-3**

PROJECT: **Development of procedures for government authorization of major mining projects wholly or partly in Mǫwhì Gogha Dè Nı̨ı̨tłèè (NWT)**

RESPONSIBILITY: Canada - Department of Indian Affairs and Northern Development - Northern Affairs Program (NAP), Dogrib Treaty 11 Council or Tłı̨chǫ Government (Tłı̨chǫ), proponent

PARTICIPANT/LIAISON: Government of the Northwest Territories - Resources, Wildlife and Economic Development

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Notify the Tłı̨chǫ of proposed measures regarding the requirements for proponents to negotiate agreements with the Tłı̨chǫ in relation to major projects wholly or partly in Mǫwhì Gogha Dè Nı̨ı̨tłèè (NWT), in sufficient form and detail to allow the Tłı̨chǫ to prepare their views on the matter; provide a reasonable period of time in which the Tłı̨chǫ may prepare their views on the matter, and provide an opportunity to present their views	NAP	as soon as practicable
2. Review information provided and prepare and present views on matters	Tłı̨chǫ	within reasonable period of time indicated in Activity 1
3. Give full and fair consideration to any views presented	NAP	after receiving views
4. Make decision and inform the Tłı̨chǫ of the decision	NAP	after giving full and fair consideration to views received
5. Finalize, and provide to the Tłı̨chǫ, the measures developed, including details as to the timing of such negotiations in relation to any governmental authorization for the project	NAP	within one year following effective date

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
6. Enter into negotiations for the purpose of reaching an agreement in accordance with process outlined in Sheet # 23-4	proponent, Tłı̨chǫ	in accordance with measures established

OBLIGATIONS ADDRESSED:

23.4.1 Government shall ensure that the proponent of a major mining project that requires any authorization from government and that will impact on Tłı̨chǫ Citizens is required to enter into negotiations with the Tłı̨chǫ Government for the purpose of concluding an agreement relating to the project. This obligation comes into effect one year after the effective date. In consultation with the Dogrib Treaty 11 Council or the Tłı̨chǫ Government, government shall, no later than one year after the effective date, develop the measures it will take to fulfill this obligation, including the details as to the timing of such negotiations in relation to any governmental authorization for the project.

RELATED CLAUSES: 23.1.1.(“major mining project”), 23.1.1.(“proponent”), 23.2.4, 23.4.2, 23.5.1

SUBSURFACE RESOURCES **Sheet # 23-4**

PROJECT: **Government authorization of major mining projects wholly or partly in Mǫwhì Gogha Dè Nı̨ı̨tłèè (NWT)**

RESPONSIBILITY: Canada - Department of Indian Affairs and Northern Development - Northern Affairs Program (NAP), Tłı̨chǫ Government (Tłı̨chǫ), developer engaged in a major mining project (proponent)

PARTICIPANT / LIAISON: Tłı̨chǫ Citizens, Government of the Northwest Territories - Resources, Wildlife and Economic Development

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Submit application for authorization of major mining project wholly or partly in Mǫwhì Gogha Dè Nı̨ı̨tłèè (NWT)	proponent	as required
2. Determine whether project will have an impact on Tłı̨chǫ Citizens	NAP	upon receipt of application
3. Initiate measures developed, as outlined in Sheet #23-3, and notify proponent of need to enter into negotiations with the Tłı̨chǫ for the purpose of concluding an agreement relating to the project	NAP	following determination of impact on Tłı̨chǫ Citizens
4. Decide whether an agreement under 23.4.1 is required to be negotiated	Tłı̨chǫ and proponent	as soon as possible following notification to proponent
5. Notify NAP, in writing, of decision, if mutually agreed decision of the Tłı̨chǫ and the proponent is that a negotiated agreement is not required	Tłı̨chǫ and proponent	following agreement that negotiation of an agreement is not required
OR		
Begin negotiations to conclude an agreement in accordance with principles in 23.4.3 and including at least the matters in 23.2.2 and 23.4.4, if it is not agreed to dispense with negotiations	Tłı̨chǫ and proponent	in accordance with measures established as described in Sheet # 23-3

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
6. Make decision regarding authorization for project	NAP	following determination that project will not impact on Tłįchǫ Citizens, or following end of negotiations between the Tłįchǫ and the proponent

OBLIGATIONS ADDRESSED:

23.4.1 Government shall ensure that the proponent of a major mining project that requires any authorization from government and that will impact on Tłįchǫ Citizens is required to enter into negotiations with the Tłįchǫ Government for the purpose of concluding an agreement relating to the project. This obligation comes into effect one year after the effective date. In consultation with the Dogrib Treaty 11 Council or the Tłįchǫ Government, government shall, no later than one year after the effective date, develop the measures it will take to fulfill this obligation, including the details as to the timing of such negotiations in relation to any governmental authorization for the project.

23.4.2 The Tłįchǫ Government and the proponent may agree that negotiation of an agreement under 23.4.1 is not required.

RELATED CLAUSES: 23.1.1 ("major mining project"), 23.1.1 ("proponent"), 23.2.2, 23.2.4, 23.4.3, 23.4.4, 23.5.1

SUBSURFACE RESOURCES **Sheet # 23-5**

PROJECT: **Devolution of jurisdiction over minerals to the Government of the Northwest Territories**

RESPONSIBILITY: Government of the Northwest Territories - Ministry of Aboriginal Affairs (MAA), Tłı̨chǫ Government (Tłı̨chǫ)

PARTICIPANT / LIAISON: Government of the Northwest Territories - Resources, Wildlife and Economic Development

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Notify the Tłı̨chǫ of intent to develop a Northern Accord or other similar devolution agreement with Canada	MAA	when decision is made to develop an agreement
2. Provide an opportunity for the Tłı̨chǫ to participate in development of the agreement	MAA	during discussions on the agreement
3. Participate in the development of the agreement	Tłı̨chǫ	during discussions on the agreement
4. Conclude agreement, with involvement of the Tłı̨chǫ, including the way the Tłı̨chǫ will be involved in implementation of the agreement	MAA	following discussions

OBLIGATIONS ADDRESSED:

23.5.1 The Government of the Northwest Territories shall involve the Tłı̨chǫ Government in the development and implementation of any Northern Accord on oil and gas development in the Northwest Territories which is negotiated in accordance with the enabling agreement, dated September 5, 1988, between the Government of Canada and the Government of the Northwest Territories, or any other agreement under which jurisdiction over minerals, other than specified substances, may be transferred from the Government of Canada to the Government of the Northwest Territories.

SUBSURFACE RESOURCES **Sheet # 23-6**

PROJECT: **Regulation of mineral development in Mǫwhì Gogha Dè Nı̨ı̨tłèè (NWT)**

RESPONSIBILITY: Canada - Department of Indian Affairs and Northern Development - Northern Affairs Program (NAP), Tłı̨chǫ Government (Tłı̨chǫ)

PARTICIPANT / LIAISON: Government of the Northwest Territories - Resources, Wildlife and Economic Development

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Notify the Tłı̨chǫ of any proposed legislation which would regulate the exploration, development or production of minerals, other than specified substances, or which establishes requirements for issuance of mining rights, in Mǫwhì Gogha Dè Nı̨ı̨tłèè (NWT), in sufficient form and detail to allow the Tłı̨chǫ to prepare their views on the matter; provide a reasonable period of time in which the Tłı̨chǫ may prepare their views on the matter, and provide an opportunity to present their views	NAP	when legislation is being proposed
2. Prepare and present views on the matter	Tłı̨chǫ	within reasonable period of time indicated in Activity 1
3. Give full and fair consideration to views presented	NAP	after receiving views from the Tłı̨chǫ
4. Make decision, and inform the Tłı̨chǫ of the decision	NAP	after giving full and fair consideration to views received
5. Proceed, or not, with legislation	NAP	in accordance with decision

OBLIGATIONS ADDRESSED:

23.6.1 Government shall consult the Tłįchǫ Government in relation to any proposed legislation which

(a) regulates the exploration, development or production of minerals, other than specified substances, in Mǫwhì Gogha Dè Nįįtłèè (NWT); or

(b) establishes requirements for issuance of mining rights in Mǫwhì Gogha Dè Nįįtłèè (NWT).

RELATED CLAUSES: 2.11.1 23.5.1

FINANCIAL PAYMENTS **Sheet # 24-1**

PROJECT: **Capital transfer payments and negotiation loan repayments**

RESPONSIBILITY: Canada - Department of Indian Affairs and Northern Development (DIAND), Tłı̨chǫ Government (Tłı̨chǫ)

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Determine schedule of capital transfer payments and set out in part 1 of the appendix to chapter 24	DIAND, Tłı̨chǫ	prior to effective date
2. Determine schedule of negotiation loan repayments and set out in part 2 of the appendix	DIAND, Tłı̨chǫ	prior to effective date
3. Make calculations to set off and deduct from a payment made under 24.1.1 the amount of a repayment to be made under 24.2.1 on the same date	DIAND	after effective date, in accordance with schedules
4. Make payments in accordance with the calculated offset of the amounts from the schedules in part 1 and part 2 of the appendix	DIAND	after effective date, in accordance with schedules

OBLIGATIONS ADDRESSED:

24.1.1 The Government of Canada shall make capital transfer payments to the Tłı̨chǫ Government in accordance with the Capital Transfer Payments Schedule set out in part 1 of the appendix to this chapter.

24.2.1 The Tłı̨chǫ Government shall make negotiation loan repayments to the Government of Canada in accordance with the Negotiation Loans Repayments Schedule set out in part 2 of the appendix to this chapter.

24.2.2 The Government of Canada will set off and deduct from a payment made under 24.1.1 the amount of a repayment to be made under 24.2.1 on the same date.

RELATED CLAUSES: 24.1.2, appendix to chapter 24 (part1, part2)

FUNDING:

1. The Capital Transfer Payments Schedule is set out in part 1 of the appendix to chapter 24, and the Negotiation Loan Repayment Schedule is set out in part 2 of the appendix to chapter 24.

FINANCIAL PAYMENTS **Sheet # 24-2**

PROJECT: **Tłįchǫ Government loans against the balance of the capital transfer**

RESPONSIBILITY: Canada - Department of Indian Affairs and Northern Development (DIAND), Canada - Department of Finance Minister (Finance Minister), Tłįchǫ Government (Tłįchǫ)

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Submit request for loan against unpaid balance of the capital transfer	Tłįchǫ	at discretion, after third anniversary of effective date
2. Review application	Finance Minister	upon receipt of request
3. Negotiate terms and conditions of the loan, if decision is to entertain the request	Finance Minister, Tłįchǫ	on a timely basis
4. Grant the loan to the Tłįchǫ, if an agreement is reached on the terms and conditions	DIAND	as agreed
5. Pay, at the time of a loan under 24.3.2, an amount on any outstanding balance of negotiation loans referred to in 24.2.1, in accordance with 24.3.3	Tłįchǫ	at time of any loan under 24.3.2
6. Set off and deduct from a payment to be made under 24.1.1 the amount of a repayment due on the same date from the Tłįchǫ in relation to a loan granted under 24.3.2.	DIAND	as agreed

OBLIGATIONS ADDRESSED:

24.3.1 At any time after the third anniversary of the effective date, the Tłįchǫ Government may request a loan from the Government of Canada against the then unpaid balance of the capital transfer under 24.1.1.

24.3.2 The Government of Canada, as represented by the Minister of Finance, may decide, at its discretion, whether to grant a request, under 24.3.1, for a loan. The Minister may negotiate the terms and conditions of a loan subject to the requirements in 24.3.3 to 24.3.6.

24.3.3 The Tłı̨chǫ Government shall pay, at the time of a loan under 24.3.2, an amount on any outstanding balance of negotiation loans referred to in 24.2.1 which will reduce the outstanding balance of those loans by the same proportion as the amount loaned under 24.3.2 bears to the unpaid balance of the capital transfer amounts payable under 24.1.1.

24.3.6 The Government of Canada may set off and deduct from a payment to be made under 24.1.1 the amount of a repayment due on the same date from the Tłı̨chǫ Government in relation to a loan granted under 24.3.2.

RELATED CLAUSES: 24.1.1, 24.2.1, 24.3.4, 24.3.5

MINERAL ROYALTIES **Sheet # 25-1**

PROJECT: **Mineral royalty payments to the Tłı̨chǫ Government**

RESPONSIBILITY: Canada - Department of Indian Affairs and Northern Development - Northern Affairs Program (NAP), Government of the Northwest Territories - Municipal and Community Affairs (MACA)

PARTICIPANT / LIAISON: Tłı̨chǫ Government, Canada - Auditor General, Government of the Northwest Territories - Financial Management Board Secretariat - Financial Management Board Secretariat - Audit Bureau

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Calculate payments to be made to the Tłı̨chǫ	NAP, MACA	from date of signing agreement, and quarterly after the effective date
2. Remit payments calculated to the Tłı̨chǫ	NAP, MACA	quarterly after the effective date
3. Provide the Tłı̨chǫ with an annual statement indicating the basis on which mineral royalties were calculated for the preceding year	NAP, MACA	annually
4. Request the Auditor General/Audit Bureau to verify the annual statements	NAP, MACA	following request from the Tłı̨chǫ

OBLIGATIONS ADDRESSED:

25.1.1 Government shall pay to the Tłı̨chǫ Government, in relation to each calendar year, an amount equal to

(a) 10.429 percent of the first $2.0 million of mineral royalties received by government in that year; and

(b) 2.086 percent of any additional mineral royalties received by government in that year.

25.1.2 Amounts payable by government under this chapter shall be calculated on the basis of amounts due to and received by government in respect of minerals produced after the date of the Agreement.

25.1.3 Payments remitted to the Tłı̨chǫ Government shall be in quarterly instalments.

25.1.4 Government shall annually provide to the Tłı̨chǫ Government a statement indicating the basis on which mineral royalties were calculated for the preceding year.

25.1.5 On the request of the Tłı̨chǫ Government, government shall request the Auditor General to verify the accuracy of the information in the annual statements.

RELATED CLAUSES: 1.1.1 ("date of the agreement", "mineral", "royalty"), 18.7, 27.1.1 ("Tłı̨chǫ capital (c)")

PLANNING ASSUMPTIONS:

1. Royalties will be paid quarterly based on the amount actually received by government in the previous quarter.

2. Mining royalties are received not later than 4 months after the end of a mine's fiscal year end (usually during April, since most mines use December 31 as year end). Therefore, where mining royalties for 2005 are received in April, 2006, the payment to the Tłı̨chǫ will be made during the quarterly payment which follows the receipt of the payment.

3. If, after an audit conducted by DIAND or GNWT, government receives additional royalties the payment to the Tłı̨chǫ will be calculated and paid on the basis of the year for which those royalties were due (i.e. if an audit in 2007 finds an amount due to government for 2005 the payment to the Tłı̨chǫ will be calculated on the basis that the payment is for 2005). When, under legislation, government receives interest on late or overdue payments of royalties by producers, any such receipts will be considered as amounts due to and received by government and the Tłı̨chǫ will receive the appropriate amounts. Nothing in this paragraph is intended to prevent any proper claims for interest by the Tłı̨chǫ in other cases.

4. If, after an audit, DIAND or GNWT owes a refund to a company, the appropriate percentage will be deducted from the next quarterly payment to the Tłı̨chǫ based on the royalties received for the year for which the refund was owed.

5. When asked to verify the accuracy of the information in the annual statements, the Auditor-General or Audit Bureau will verify whether the figures used (i.e. amounts of royalty received by the Crown, calculation of the Tłı̨chǫ share) are correct.

6. In the case of royalties being received for a period which straddles the year for which the Tłı̨chǫ share is paid, or in the case of a partial year after settlement legislation, the royalties will be apportioned on a prorated basis (i.e. based on days in the period for which the royalty was paid).

7. When the total value of mineral royalties received by government in a year exceeds $2 million, then the payments made by each of Canada and the Government of the Northwest Territories at the respective rates shall be in proportion to the amounts received by each government.

MINERAL ROYALTIES **Sheet # 25-2**

PROJECT: **Consultation on changes to legislation or fiscal regime in relation to mineral royalties payable to government**

RESPONSIBILITY: Canada - Department of Indian Affairs and Northern Development - Northern Affairs Program (NAP), Government of the Northwest Territories - Municipal and Community Affairs (MACA), Tłįchǫ Government (Tłįchǫ)

ACTIVITIES		**RESPONSIBILITY**	**TIMING GUIDELINES**
1.	Notify the Tłįchǫ of any proposal to alter by legislation the mineral royalty payable to government, in sufficient form and detail to allow the Tłįchǫ to prepare their views on the matter; provide a reasonable period of time in which the Tłįchǫ may prepare their views on the matter, and provide an opportunity to present their views	NAP, MACA	as appropriate when making a proposal
2.	Review the proposal and prepare and present views to government	Tłįchǫ	within reasonable period of time provided in Activity 1
3.	Give full and fair consideration to views presented	NAP, MACA	after receiving views
4.	Make determination concerning proposed legislative changes and inform the Tłįchǫ of the decision	NAP, MACA	after giving full and fair consideration to views received
5.	Make any legislative changes	NAP, MACA	in accordance with decision
6.	Notify the Tłįchǫ of any proposed changes to the fiscal regime which will affect the mineral royalty payable, to government, in sufficient form and detail to allow the Tłįchǫ to prepare their views on the matter; provide a reasonable period of time in which the Tłįchǫ may prepare their views on the matter, and provide an opportunity to present their views	NAP. MACA	when consulting outside government on proposed changes

ACTIVITIES		RESPONSIBILITY	TIMING GUIDELINES
7.	Review information provided and prepare and present views on the matter	Tłįchǫ	within reasonable period of time indicated in Activity 6
8.	Give full and fair consideration to any views presented	NAP, MACA	after receiving views and before making changes
9.	Make decision and inform the Tłįchǫ of the decision	NAP, MACA	after giving full and fair consideration to views received
10.	Make any changes to the regime	NAP, MACA	in accordance with decision

OBLIGATIONS ADDRESSED:

25.2.1 Government shall consult with the Tłįchǫ Government on any proposal specifically to alter by legislation the mineral royalty payable to government.

25.2.2 Where government consults outside government on any proposed changes to the fiscal regime which will affect the mineral royalty payable to government, it shall also consult with the Tłįchǫ Government.

RELATED CLAUSES: 1.1.1 ("Mackenzie Valley", "mineral","royalty"), 2.11.1

ECONOMIC MEASURES **Sheet # 26-1**

PROJECT: **Consultation on economic development programs in Mǫwhì Gogha Dè Nı̨ı̨tłèè (NWT)**

RESPONSIBILITY: Canada, Tłı̨chǫ Government (Tłı̨chǫ), Government of the Northwest Territories - Resources, Wildlife and Economic Development (RWED), Government of the Northwest Territories - Ministry of Aboriginal Affairs (MAA)

	ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1.	Notify the Tłı̨chǫ, in writing, of any proposed economic development program related to the objectives in 26.1.1 in sufficient form and detail to allow the Tłı̨chǫ to prepare their views on the matter; provide a reasonable period of time in which the Tłı̨chǫ may prepare their views on the matter, and provide an opportunity to present their views	Canada, RWED	when proposing economic development programs related to the objectives in 26.1.1
2.	Review information provided and prepare and present views on the matter	Tłı̨chǫ	within reasonable period of time indicated in Activity 1
3.	Give full and fair consideration to any views presented	Canada, RWED	after receiving views and before finalizing details of the proposed program
4.	Make decision and inform the Tłı̨chǫ of the decision	Canada, RWED	after giving full and fair consideration to views received
5.	Implement economic development programs in accordance with decision	Canada, RWED	in accordance with decision
6.	Meet to review the effectiveness of programs relating to the objectives in 26.1.1 and the measures in 26.1.2	Canada, MAA, Tłı̨chǫ	within three years of effective date, and at least once every three years thereafter

OBLIGATIONS ADDRESSED:

26.1.3 Where government proposes economic development programs related to the objectives in 26.1.1, government shall consult with the Tłı̨chǫ Government.

26.1.4 Government shall meet with the Tłı̨chǫ Government not less than once every three years to review the effectiveness of programs relating to the objectives in 26.1.1 and the measures in 26.1.2.

RELATED CLAUSES: 26.1.1, 26.1.2, 26.3.1

PLANNING ASSUMPTIONS:

1. The meetings identified in Activity 6 will be held in Mǫwhì Gogha Dè Nı̨ı̨tłèè (NWT) or Yellowknife, unless otherwise agreed by the Parties.

ECONOMIC MEASURES **Sheet # 26-2**

PROJECT: **Tłįchǫ Government Strategic Economic Development Fund**

RESPONSIBILITY: Canada, Tłįchǫ Government (Tłįchǫ)

	ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1.	Pay $5,000,000 to the Tłįchǫ Government to be the Tłįchǫ Government Strategic Economic Development Investment Fund	Canada	on or as soon as practicable after the effective date
2.	Prepare and approve the Terms of Reference for the Fund	Tłįchǫ	prior to use of funds for the purposed permitted in 26.2.5
3.	Provide the Terms of Reference and any amendments to Canada	Tłįchǫ	as available
4.	Cause the fund to be audited by an independent auditor	Tłįchǫ	annually
5.	Present the annual audit to the Tłįchǫ annual gathering	Tłįchǫ	annually, at the annual gathering held in accordance with the Tłįchǫ Constitution
6.	Prepare an annual report comparing the activities of the Fund with the Terms of Reference	Tłįchǫ	annually
7.	Present the annual report to the Tłįchǫ annual gathering	Tłįchǫ	annually, at the same annual gathering where the annual audit is presented
8.	Provide a copy of the audit and of the annual report to Canada	Tłįchǫ	annually, no later than within a reasonable period time following the annual gathering

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
9. Terminate the fund at any time by resolution of the Tłı̨chǫ Government after the amount of the Fund used for the purposes provided for in 26.2.5 equals the amount which was paid into the Fund by Canada pursuant to 26.2.1	Tłı̨chǫ	at discretion, upon satisfying conditions in 26.2.10
10. Prepare a final audit and report to cover the period between the last annual audit and report and the termination date of the Fund	Tłı̨chǫ	prior to next annual gathering held in accordance with the Tłı̨chǫ Constitution
11. Present the audit and report, together with the resolution of the Tłı̨chǫ Government terminating the Fund to the annual gathering	Tłı̨chǫ	during the next annual gathering held in accordance with the Tłı̨chǫ Constitution
12. Provide to Canada a copy of the audit and report referred to in 26.2.10, together with a certified copy of the resolution of the Tłı̨chǫ Government terminating the Fund	Tłı̨chǫ	no later than within a reasonable period time following the next annual gathering

OBLIGATIONS ADDRESSED:

26.2.1 The Government of Canada shall pay to the Tłı̨chǫ Government $5,000,000 on or as soon as practicable after the effective date. The Tłı̨chǫ Government shall establish a fund with these monies which will be known as the Tłı̨chǫ Government Strategic Economic Development Investment Fund (the "Fund").

26.2.3 The Tłı̨chǫ Government shall prepare and approve the Terms of Reference for the Fund ("Terms of Reference") and shall provide a copy of the Terms of Reference and any amendments to the Government of Canada.

26.2.4 Subject to 26.2.5, monies in the Fund may be invested in any kind of property, real, personal or mixed, but in so doing, the Tłı̨chǫ Government shall exercise the judgement and care that a person of prudence, discretion and intelligence would exercise as a trustee of the property of others.

26.2.5 Monies in the Fund shall be used in accordance with the Terms of Reference and may be used only for purposes of

(a) economic development of Tłı̨chǫ Citizens and the Tłı̨chǫ Government;

(b) training and education of Tłı̨chǫ Citizens;

(c) costs of administering the Fund, including the audits and reports required by 26.2; and

(d) costs of preparation, approval and amendment of the Terms of Reference.

26.2.6 The Tłı̨chǫ Government shall cause the Fund to be audited annually by an independent auditor who is a member in good standing of the Canadian Institute of Chartered Accountants and the audit shall be presented each year to an annual gathering held in accordance with the Tłı̨chǫ Constitution.

26.2.7 The Tłı̨chǫ Government shall prepare an annual report comparing the activities of the Fund with the Terms of Reference, and the report shall be presented each year to the same annual gathering where the audit is presented.

26.2.8 The Tłı̨chǫ Government shall provide to the Government of Canada a copy of the audit and report prepared pursuant to 26.2.6 and 26.2.7, respectively.

26.2.9 At any time after the Tłı̨chǫ Government has expended over $5,000,000 for the purposes listed in 26.2.5, the Tłı̨chǫ Government may terminate the Fund by a resolution of the Tłı̨chǫ Government and any monies remaining in the Fund at that time shall be dealt with in accordance with that resolution. For greater certainty, upon termination of the Fund, 26.2.2 to 26.2.8 no longer apply.

26.2.10 Upon termination of the Fund, the Tłı̨chǫ Government shall prepare an audit and a report for the period of time between the last annual audit and report described in 26.2.6 and 26.2.7 and the termination of the Fund and shall present the audit and report, together with the resolution of the Tłı̨chǫ Government terminating the Fund, to the next annual gathering held in accordance with the Tłı̨chǫ Constitution.

26.2.11 The Tłı̨chǫ Government shall provide a copy of the audit and report referred to in 26.2.10, together with a certified copy of the resolution of the Tłı̨chǫ Government terminating the Fund, to the Government of Canada.

RELATED CLAUSES: 26.2.2, 26.2.12

ECONOMIC MEASURES **Sheet # 26-3**

PROJECT: **Contracting by the Government of Canada wholly or partly in Mǫwhì Gogha Dè Nı̨ı̨tłèè (NWT)**

RESPONSIBILITY: Canada - Public Works and Government Services Canada (PWGSC), Canada - Federal contracting departments and agencies, Tłı̨chǫ Citizens, Tłı̨chǫ firms

	ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1.	Conduct seminars on contracting procedures relating to activities wholly or partly in Mǫwhì Gogha Dè Nı̨ı̨tłèè (NWT) and provide a list of key contacts to the Tłı̨chǫ firms interested in federal contracts	PWGSC	on request, after the effective date
2.	Post bid opportunities on the Government Electronic Tendering System (GETS), or its successor, for requirements over $25,000.00	Federal contracting departments and agencies	ongoing
3.	Bid on contracts	Tłı̨chǫ Citizens, Tłı̨chǫ firms	ongoing, as desired
4.	Evaluate bids on the basis of the criteria included and award contracts accordingly	Federal contracting departments and agencies	after the effective date
5.	When business capacity to bid on a particular requirement does not exist in Mǫwhì Gogha Dè Nı̨ı̨tłèè (NWT), Canada will (whenever practical) include bid evaluation criteria that will assist beneficiaries through economic stimulus	Federal contracting departments and agencies	after the effective date

OBLIGATIONS ADDRESSED:

26.3.1 Where government carries out public activities wholly or partly in Mǫwhì Gogha Dè Nįįtłèè (NWT) which give rise to employment or other economic opportunities and government elects to enter into contracts with respect to those activities,

(a) the Government of Canada shall follow its contracting procedures and approaches intended to maximize local, regional and Aboriginal employment and business opportunities, including the provision of opportunities for potential contractors to become familiar with bidding systems; and

RELATED CLAUSES: 26.4.1

PLANNING ASSUMPTIONS:

1. Federal government contracting obligations will be in accordance with policies and procedures published by the Treasury Board of Canada Secretariat and by Public Works and Government Services Canada, as well as in accordance with the Procurement Strategy for Aboriginal Business, as in force and amended from time to time, without imposing any additional financial obligation on government.

2. In order to stimulate socio-economic benefits through the procurement process, and whenever practicable and consistent with sound procurement practices, and subject to Canada's international obligations, all of the following criteria, or as many as may be appropriate with respect to any particular contract, shall be included in the bid evaluation criteria for the awarding of government contracts which are wholly or partly in Mǫwhì Gogha Dè Nįįtłèè (NWT):

   (a) the inclusion of an Aboriginal Benefits Plan which will assist with socio-economic development projects which are wholly or partly in Mǫwhì Gogha Dè Nįįtłèè (NWT); or

   (b) the employment of Tłįchǫ First Nation labour, engagement of Tłįchǫ First Nation professional services, or use of suppliers that are Tłįchǫ which can act as sub-contractors in assisting with the carrying out of the contract; or

   (c) the undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Tłįchǫ Citizens.

3. "Tłįchǫ firms" means an entity which complies with the legal requirements to carry on a business in the Northwest Territories and which is a limited company that can demonstrate that more than 50% of the company's voting shares beneficially owned and controlled by Tłįchǫ Citizens, or is a cooperative controlled by Tłįchǫ Citizens, or is a Tłįchǫ Citizens' sole proprietorship or partnership.

EXPLANATORY NOTES:

1. It is intended that this activity be implemented through programs and policies which are in place from time to time without imposing any additional financial obligation on government.

ECONOMIC MEASURES **Sheet # 26-4**

PROJECT: **Contracting by the Government of the Northwest Territories wholly or partly in Mǫwhì Gogha Dè Nı̨ı̨tłèè (NWT)**

RESPONSIBILITY: Government of the Northwest Territories (GNWT)

PARTICIPANT / LIAISON: Tłı̨chǫ Government

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Notify public of intent to carry out activities wholly or partly in Mǫwhì Gogha Dè Nı̨ı̨tłèè (NWT), including providing tendering information	GNWT	after effective date
2. Review and evaluate bids received, applying established preferential contracting policies, procedures and approaches	GNWT	following receipt of proposals
3. Award the contract to the successful bidder, and provide public notice of decision in accordance with existing contracting policies, procedures and approaches	GNWT	following review of proposals received, taking into account preferential policies

OBLIGATIONS ADDRESSED:

26.3.1 Where government carries out public activities wholly or partly in Mǫwhì Gogha Dè Nı̨ı̨tłèè (NWT) which give rise to employment or other economic opportunities and government elects to enter into contracts with respect to those activities,

...

(b) the Government of the Northwest Territories shall follow its preferential contracting policies, procedures and approaches intended to maximize local, regional and northern employment and business opportunities.

RELATED CLAUSES: 26.4.1

PLANNING ASSUMPTIONS:

1. Notice of intent to carry out activities wholly or partly in Mǫwhì Gogha Dè Nįįtłèè (NWT) including tendering information posted by Departments and Agencies on the GNWT internet website, or individual GNWT Departments' websites, will satisfy the requirement of public notice in Activity 1.

2. Notice of contract awards wholly or partly in Mǫwhì Gogha Dè Nįįtłèè (NWT) posted by Departments and Agencies on the GNWT internet website, or individual GNWT Departments' websites, will satisfy the requirement of public notice in Activity 3.

EXPLANATORY NOTES:

1. It is intended that this activity be implemented through programs and policies which are in place from time to time without imposing any additional financial obligation on government.

ECONOMIC MEASURES **Sheet # 26-5**

PROJECT: **Consultation by the Government of the Northwest Territories with the Tłı̨chǫ Government prior to modifying its preferential contracting policies, procedures and approaches**

RESPONSIBILITY: Government of the Northwest Territories - Resources, Wildlife and Economic Development (RWED), Tłı̨chǫ Government (Tłı̨chǫ)

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Notify the Tłı̨chǫ of proposal to modify its preferential contracting policies, procedures and approaches in sufficient form and detail to allow the Tłı̨chǫ to prepare their views on the matter; provide a reasonable period of time in which the Tłı̨chǫ may prepare their views on the matter, and provide an opportunity to present their views	RWED	prior to making modifications
2. Review information provided and prepare and present views on the matter	Tłı̨chǫ	within reasonable period of time indicated in Activity 1
3. Give full and fair consideration to any views presented	RWED	after receiving views and before making modifications
4. Make decision and inform the Tłı̨chǫ of the decision	RWED	after giving full and fair consideration to views received
5. Make any modifications, according to decision	RWED	following decision

OBLIGATIONS ADDRESSED:

26.3.2 The Government of the Northwest Territories shall consult with the Tłı̨chǫ Government when developing modifications to its preferential contracting policies, procedures and approaches.

RELATED CLAUSES: 26.4.1

ECONOMIC MEASURES **Sheet # 26-6**

PROJECT: **Contracting, without public tender, by the Government of the Northwest Territories on Tłı̨chǫ lands**

RESPONSIBILITY: Tłı̨chǫ Citizens, Tłı̨chǫ entities, Government of the Northwest Territories (GNWT)

PARTICIPANT / LIAISON: GNWT - Deputy Minister of Resources, Wildlife and Economic Development, GNWT - Deputy Minister of Aboriginal Affairs

	ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1.	Notify Tłı̨chǫ Citizens and Tłı̨chǫ entities of intent to let a contract, without public tender, on Tłı̨chǫ lands, in sufficient form and detail to allow them to prepare their response whether to participate in the contract, and provide a reasonable period of time in which to respond to the notice	GNWT	prior to carrying out activities on Tłı̨chǫ lands which will give rise to employment or other economic opportunities
2.	Review information provided and indicate, in writing, to the GNWT whether they wish to negotiate the contract	Tłı̨chǫ Citizens, Tłı̨chǫ entities	within reasonable period of time indicated in Activity 1
3.	Provide the Tłı̨chǫ Citizens and Tłı̨chǫ entities who respond with the necessary information, and provide a reasonable period of time to prepare and submit their proposal	GNWT	upon receipt of confirmation from Tłı̨chǫ Citizens or Tłı̨chǫ entities that they wish to negotiate the contract
4.	Negotiate the contract, including the criteria including any qualifications particular to the contract, and price	GNWT, Tłı̨chǫ Citizens, Tłı̨chǫ entities	in accordance with schedules established by the two parties
5.	Let the contract to the Tłı̨chǫ Citizens or Tłı̨chǫ entities	GNWT	upon completion of successful negotiations
	OR		
	Take other measures to carry out the activities, including going to public tender	GNWT	upon failure to negotiate a contract, based upon the criteria established

OBLIGATIONS ADDRESSED:

26.3.3 When the Government of the Northwest Territories intends to carry out activities which give rise to employment and other economic opportunities and elects to enter into contracts with respect to those activities without going to public tender,

(a) where the activity will be on Tłı̨chǫ lands, Tłı̨chǫ entities or Citizens shall be given the first opportunity to negotiate such contracts, provided they satisfy all criteria, including any qualifications particular to the contract, and price;

26.3.5 In 26.3.3, "Tłı̨chǫ entity" means an entity which complies with the legal requirements to carry on business in the Northwest Territories and which is

(a) a corporation with more than 50 percent of the corporation's voting shares beneficially owned by Tłı̨chǫ Citizens or the Tłı̨chǫ Government;

(b) a co-operative controlled by Tłı̨chǫ Citizens or the Tłı̨chǫ Government;

(c) a sole proprietorship operated by a Tłı̨chǫ Citizen; or

(d) a partnership in which at least 50 percent of the partners are Tłı̨chǫ Citizens or the Tłı̨chǫ Government.

RELATED CLAUSES: 26.4.1

PLANNING ASSUMPTIONS:

1. Written notice of intent, to enter into contracts without tender for work to be performed on Tłı̨chǫ lands, transmitted by mail or fax to the Tłı̨chǫ Government and Tłı̨chǫ community governments administrative offices will satisfy the requirement to notify Tłı̨chǫ citizens and Tłı̨chǫ entities in Activity 1. The Tłı̨chǫ Government and Tłı̨chǫ community governments will post those notices publicly and take any other steps they wish to communicate the information to Tłı̨chǫ Citizens and Tłı̨chǫ entities.

2. The Tłı̨chǫ Government will provide a list of Tłı̨chǫ entities as soon as possible after the effective date, and annually thereafter, to the Deputy Ministers of Resources, Wildlife and Economic Development and Aboriginal Affairs, who will provide that list to all GNWT departments and agencies. The Tłı̨chǫ Government will also make the list publicly available, including posting an up-to-date list on their internet site.

ECONOMIC MEASURES **Sheet # 26-7**

PROJECT: **Consultation by the Government of the Northwest Territories when contracting in Tłı̨chǫ communities, without public tender**

RESPONSIBILITY: Government of the Northwest Territories (GNWT), Tłı̨chǫ community government (TCG)

PARTICIPANT / LIAISON: contractor

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Notify TCG, in writing, of intent to enter into a contract which will give rise to employment and other economic opportunities in a Tłı̨chǫ community, without public tender, in sufficient form and detail to allow the TCG to prepare its views; and provide a reasonable period of time in which to respond to the offer	GNWT	prior to carrying out activities in Tłı̨chǫ communities which will give rise to employment and other economic opportunities
2. Review information provided and indicate to the GNWT its recommendations regarding the most suitable corporation, business or person to achieve the financial, affirmative action, training and economic objectives of the activity	TCG	within reasonable period of time indicated in Activity 1
3. Give full and fair consideration to views of the TCG with respect to determining the most suitable corporation, business or person to achieve those objectives	GNWT	upon receipt of views of the TCG
4. Negotiate the contract, including the criteria including any qualifications particular to the contract, and price	GNWT	
5. Take other measures to carry out the activities, including going to public tender, a request for proposals or an invitational tender, where there is no suitable corporation, business or person	GNWT	upon failure to identify a suitable contractor, based upon the criteria established

OBLIGATIONS ADDRESSED:

26.3.3 When the Government of the Northwest Territories intends to carry out activities which give rise to employment and other economic opportunities and elects to enter into contracts with respect to those activities without going to public tender,

(b) where the activity will be in a Tłı̨chǫ community, the Government of the Northwest Territories shall consult with the Tłı̨chǫ community government to determine the most suitable corporation, business or person to achieve the financial, affirmative action, training and economic objectives of the activity.

26.3.4 If there is no suitable corporation, business or person to achieve the financial, affirmative action, training and economic objectives of the activity referred to in 26.3.3(b), the Government of the Northwest Territories will proceed to another process such as a public tender call, a request for proposals or an invitational tender.

RELATED CLAUSES: 26.4.1

EXPLANATORY NOTES:

1. The GNWT and the Tłı̨chǫ community governments shall develop a protocol on how to implement the consultation requirements of 26.3.3 (b), including how the consultation process will deal with smaller contracts.

2. It is intended that this activity be implemented through programs and policies which are in place from time to time without imposing any additional financial obligations on government.

TAXATION **Sheet # 27-1**

PROJECT: **Negotiation of taxation agreements**

RESPONSIBILITY: Canada - Department of Finance (Finance Canada), Tłįchǫ Government (Tłįchǫ), Government of the Northwest Territories - Department of Finance (GNWT Finance)

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Notify government, in writing, of desire to negotiate a taxation agreement in relation to the matters in 27.5.2	Tłįchǫ	at discretion
2. Review request from the Tłįchǫ and indicate willingness to negotiate	Finance Canada, GNWT Finance	within a reasonable time following receipt of request
3. Initiate negotiations, as agreed	Tłįchǫ, Finance Canada, GNWT Finance	following agreement to pursue negotiations
4. Implement the taxation agreement, if negotiations to conclude a taxation agreement are successful	Tłįchǫ, Finance Canada, GNWT Finance	as provided for in any legislation enacted and, if necessary, in corresponding Tłįchǫ law

OBLIGATIONS ADDRESSED:

27.5.2 From time to time, at the request of the Tłįchǫ Government, government may enter into negotiations and attempt to conclude a taxation agreement with the Tłįchǫ Government in relation to the following matters:

(a) the manner in which taxation by the Tłįchǫ Government will be coordinated with existing federal and territorial tax systems; and

(b) the extent to which the Tłįchǫ Government may enact laws for the direct taxation of persons on Tłįchǫ lands or in Tłįchǫ communities who are not Tłįchǫ Citizens.

RELATED CLAUSES: 7.4.5, 7.5.11, 27.5.3, 27.5.4

EXPLANATORY NOTE:

1. In the absence of a taxation agreement with government, the Tłı̨chǫ may pass taxation laws in relation to direct taxation of Tłı̨chǫ Citizens on Tłı̨chǫ lands and of Tłı̨chǫ Citizens in Tłı̨chǫ communities, under the provisions of chapter 7.

TAXATION **Sheet # 27-2**

PROJECT: **Negotiation of taxation provisions to provide benefits equivalent to those provided to other Aboriginal people in the Northwest Territories**

RESPONSIBILITY: Canada - Department of Finance (Finance Canada), Tłı̨chǫ Government (Tłı̨chǫ), Government of the Northwest Territories - Department of Finance (GNWT Finance)

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Request that government negotiate an agreement to provide equivalent benefits, based upon benefits provided in legislation or through a land claims agreement or a self-government agreement, to another Aboriginal people in the Northwest Territories that are of greater benefit to that people than those provided to the Tłı̨chǫ First Nation or the Tłı̨chǫ Government by this chapter or by chapter 7 or by a taxation agreement referred to in 27.5	Tłı̨chǫ	at discretion
2. Review Tłı̨chǫ request	Finance Canada, GNWT Finance	following review of request from the Tłı̨chǫ
3. Notify Tłı̨chǫ of willingness to renegotiate the tax powers or exemptions	Finance Canada, GNWT Finance	in a reasonable period of time, following a request from the Tłı̨chǫ
OR		
Notify Tłı̨chǫ of reasons for not entertaining the requested negotiations	Finance Canada, GNWT Finance	in a reasonable period of time, following a request from the Tłı̨chǫ
4. Enter negotiations in an effort to reach an agreement to provide equivalent benefits to the Tłı̨chǫ, taking into account the particular circumstances of the other Aboriginal people receiving those benefits	Tłı̨chǫ, Finance Canada, GNWT Finance	following an agreement to pursue negotiations

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
5. Implement the new provisions, if agreement reached	Tłįchǫ, Finance Canada, GNWT Finance	following agreement

OBLIGATIONS ADDRESSED:

27.6.1 Where government provides, in legislation or in or under a land claims agreement or a self-government agreement, tax powers or exemptions to another Aboriginal group in the Northwest Territories that are of greater benefit to that group than those provided to the Tłįchǫ First Nation or the Tłįchǫ Government by this chapter or by chapter 7 or by a taxation agreement referred to in 27.5, government, at the request of the Tłįchǫ Government, will negotiate and make best efforts to reach an agreement with the Tłįchǫ Government to provide equivalent benefits for the Tłįchǫ First Nation, taking into account the particular circumstances of the other Aboriginal group.

RELATED CLAUSES: 1.1.1 ("land claims agreement"), 7.4.5, 27.5

ANNEX B

IMPLEMENTATION PLAN

ACTIVITY SHEETS FOR THE

TŁĮCHǪ
INTERGOVERNMENTAL SERVICES AGREEMENT

(The Intergovernmental Services Agreement
does not form part of the Tłįchǫ Agreement)

TŁĮCHǪ ISA **Sheet # ISA-1**

PROJECT: **Establishment of the Tłįchǫ Community Services Agency (Agency)**

RESPONSIBILITY: Government of the Northwest Territories - Ministry of Aboriginal Affairs (MAA), Government of the Northwest Territories - Territorial Minister (Territorial Minister), Legislative Assembly of the NWT (Legislative Assembly), Dogrib Treaty 11 Council or Tłįchǫ Government (Tłįchǫ), Tłįchǫ community governments (TCGs), Agency Members

PARTICIPANT / LIAISON: Canada

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Seek to obtain consent of the Tłįchǫ, through discussion, with respect to territorial legislation establishing the Agency	MAA, Tłįchǫ	as soon as possible, taking into account anticipated effective date, and prior to recommending the legislation to the Legislative Assembly
2. Recommend legislation to the Legislative Assembly	MAA	after receiving consent of the Tłįchǫ, and prior to the effective date
3. Consider legislation for approval	Legislative Assembly	as determined by the Legislative Assembly
4. Territorial legislation brought into effect	Legislative Assembly	on the same effective date determined by territorial and federal settlement legislation
5. Identify potential appointees to the Agency and provide other TCGs with the names and the term of the appointment, in sufficient form and detail to allow the other TCGs to prepare their views on the matter; provide a reasonable period of time in which they may prepare their views on the matter, and provide an opportunity to present their views	TCGs	prior to making appointments

ACTIVITIES		RESPONSIBILITY	TIMING GUIDELINES
6.	Review information provided and prepare and present views on the matter	TCGs	within reasonable period of time indicated in Activity 5
7.	Give full and fair consideration to any views presented	TCGs	after receiving views and before finalizing choices
8.	Make decision, taking into account factors in 3.6, and inform the other TCGs of the decision	TCGs	after giving full and fair consideration to views received
9.	Make appointments to the Agency, in accordance with decision	TCGs	no later than 90 days after the effective date
10.	Identify potential chairperson for the Agency and provide Agency members with the name the candidate, in sufficient form and detail to allow the members to prepare their views on the matter; provide a reasonable period of time in which they may prepare their views on the matter, and provide an opportunity to present their views	Territorial Minister	prior to making appointment
11.	Review information provided and prepare and present views on the matter	Agency members	within reasonable period of time indicated in Activity 10
12	Give full and fair consideration to any views presented	Territorial Minister	after receiving views and before finalizing choice
13.	Make decision, taking into account factors in 3.6, and inform the Agency members of the decision	Territorial Minister	after giving full and fair consideration to views received
14.	Appoint the chairperson	Territorial Minister	no later than 120 days after the effective date
15.	Select and appoint replacement members through the same process identified in Activities 5 to 9 or Activities 10 to 15, including replacement for Chairperson, if selected from existing appointees	TCGs, Territorial Minister	following selection of Chairperson and ongoing

ISA PROVISIONS ADDRESSED:

3.1 An Agency, to be known as the Tłı̨chǫ Community Services Agency, must be established, on the effective date, by territorial legislation. The Government of the Northwest Territories shall obtain the consent of the Dogrib Treaty 11 Council before recommending the legislation establishing the Agency to the Legislative Assembly.

3.3 The Agency shall have five members, unless the parties agree to a different number, one of whom shall be the chairperson.

3.4 The Tłı̨chǫ community governments shall each appoint one member of the Agency and specify the term of the appointment, which shall not exceed four years. A member may be reappointed. A community government shall consult the other community governments before making its appointment and setting the term.

3.5 The territorial Minister shall, after consulting the members of the Agency, appoint a chairperson.

3.6 A Tłı̨chǫ community government shall, in making its appointment under 3.4, and the territorial Minister shall, in making the appointment of the chairperson under 3.5, appoint a person who

(a) has knowledge of health, education, welfare, family and other social programs and services; and

(b) is prepared to respect and promote the Tłı̨chǫ language, culture and way of life.

3.8 A Tłı̨chǫ community government shall make its initial appointment under 3.4 no later than 90 days after the effective date and the territorial Minister shall appoint the initial chairperson no later than 120 days after the effective date.

Tłı̨chǫ Agreement clause:

7.10.4 An intergovernmental services agreement shall include

...

(c) provisions implementing the principle that persons affected by an intergovernmental services agreement should have an opportunity to participate in the decision making process with respect to the management and delivery of the programs and services covered by it, provided that, in the case of programs and services delivered by an institution of government or of the Tłı̨chǫ Government or by a joint institution of both, this principle shall be implemented by providing an appropriate opportunity for those persons to be represented on that institution;

RELATED CLAUSES: ISA 3.2, ISA 3.7

PLANNING ASSUMPTIONS:

1. Territorial legislation is expected to include transition provisions whereby existing Dogrib Community Services Board members will continue to act, as required, until the appointments to the Agency have been made.

2. This process implements the principle of 7.10.4(c) of the Tłı̨chǫ Agreement respecting participation in decision making processes.

TŁĮCHǪ ISA **Sheet # ISA-2**

PROJECT: **Funding of the Tłı̨chǫ Community Services Agency**

RESPONSIBILITY: Tłı̨chǫ Community Services Agency (Agency), Government of the Northwest Territories - Territorial Minister, Tłı̨chǫ Government (Tłı̨chǫ)

PARTICIPANT / LIAISON: Canada, Government of the Northwest Territories - Education, Culture and Employment, Government of the Northwest Territories - Health and Social Services

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Prepare and submit an annual budget to GNWT, except as may be otherwise agreed by the parties for the first year of operation	Agency	at least 45 days prior to the beginning of a fiscal year
2. Notify the Agency and the Tłı̨chǫ of desire to consult on the Agency budget, in sufficient form and detail to allow them to prepare their views on the matter; provide a reasonable period of time in which they may prepare their views on the matter, and provide an opportunity to present their views	Territorial Minister	prior to approving budget submission from the Agency
3. Review information provided and prepare and present views on the matter	Agency, Tłı̨chǫ	within reasonable period of time indicated in Activity 2
4. Give full and fair consideration to any views presented	Territorial Minister	after receiving views and before making final decision on the budget
5. Make decision and inform the Agency and the Tłı̨chǫ of the decision	Territorial Minister	after giving full and fair consideration to views received
6. Approve budget as submitted, or as varied	Territorial Minister	within 45 days of receipt
7. Enter into an agreement to provide funding for the Agency	Territorial Minister, Agency	as agreed

ISA PROVISIONS ADDRESSED:

4.1 The Agency shall prepare an annual budget for the roles set out for it in the Appendices in respect of Government of the Northwest Territories programs and services and for any other roles assigned or delegated to it by the Government of the Northwest Territories and submit that budget to the territorial Minister. The territorial Minister shall, after consultation with the Agency and the Tłı̨chǫ Government, approve the budget as submitted or vary it and approve it as varied.

4.3 The territorial Minister shall approve a budget for the Agency that provides funds, in relation to its role for a program or service, that is at a level comparable to funding of other Government of the Northwest Territories agencies delivering a similar program or service.

RELATED CLAUSES: ISA 4.2, ISA 4.4, ISA 4.5, ISA 4.6, ISA 7.1, Appendices to the ISA

FUNDING:

1. The expenses of the Agency incurred in accordance with a budget approved under 4.1 shall be a charge on the Government of the Northwest Territories.

2. The expenses of the Agency incurred for any roles set out for it in the Appendices in respect of Tłı̨chǫ Government programs or services and any other roles assigned or delegated to it by the Tłı̨chǫ Government shall be a charge on the Tłı̨chǫ Government.

3. The expenses of the Agency incurred for any roles set out for it in the Appendices in respect of Government of Canada programs or services and any other roles assigned or delegated to it by the Government of Canada shall be a charge on the Government of Canada.

PLANNING ASSUMPTIONS:

1. The legislation creating the Agency may provide for transition measures for the first year of the Agency's operation.

TŁĮCHǪ ISA **Sheet # ISA-3**

PROJECT: **Tłı̨chǫ language, culture and way of life**

RESPONSIBILITY: Tłı̨chǫ Government (Tłı̨chǫ), Government of the Northwest Territories - Education, Culture and Employment (EC&E), Government of the Northwest Territories - Health and Social Services (HSS), Government of the Northwest Territories - Ministry of Aboriginal Affairs (MAA), Canada - Department of Indian Affairs and Northern Development (DIAND)

PARTICIPANT / LIAISON: administrator

ACTIVITIES		RESPONSIBILITY	TIMING GUIDELINES
1.	Notify MAA and DIAND of intent to establish the Tłı̨chǫ Plan, in sufficient form and detail to allow GNWT and DIAND to prepare their views on the matter; provide a reasonable period of time in which they may prepare their views on the matter, and provide an opportunity to present their views	Tłı̨chǫ	at discretion, after the effective date
2.	Review information provided and prepare and present views on the matter	EC&E, HSS, MAA, DIAND	within reasonable period of time indicated in Activity 1
3.	Give full and fair consideration to any views presented	Tłı̨chǫ	after receiving views and before establishing the Tłı̨chǫ Plan
4.	Make decision and inform MAA, HSS, EC&E and DIAND of the decision	Tłı̨chǫ	after giving full and fair consideration to views received
5.	Establish the Tłı̨chǫ Plan, and provide copies as appropriate	Tłı̨chǫ	in accordance with decision

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
6. Notify MAA, DIAND or both, in writing, that in the opinion of the Tłįchǫ, an action of government related to health, education, welfare, family and other social programs and services on Tłįchǫ lands or in a Tłįchǫ community may impact on Tłįchǫ language, culture or way of life	Tłįchǫ	within a reasonable period of time
7. Review the government action and the perceived impact	Tłįchǫ, EC&E, HSS, MAA, DIAND	within a reasonable period of time following notification from the Tłįchǫ
8. Notify MAA, DIAND or both, in writing, that in the opinion of the Tłįchǫ, an action of government may pose a threat to the objectives described in the Tłįchǫ Plan, and provide specific proposals as to how MAA or DIAND can avoid the perceived threat	Tłįchǫ	at discretion
9. Review the Tłįchǫ concerns and proposals	Tłįchǫ, EC&E, HSS, MAA, DIAND	within a reasonable period of time following notification from the Tłįchǫ
10. Take measures to address the threat to the objectives described in the Tłįchǫ Plan	Tłįchǫ, EC&E, HSS, MAA, DIAND	in accordance with any agreement reached
OR		
Refer the question as to whether an action of government may pose a threat to the objectives of the Tłįchǫ Plan for resolution under chapter 6 of the Tłįchǫ Agreement	Tłįchǫ	after receipt of notification from government that they do not agree that the action may pose a threat to the Tłįchǫ Plan, or after 60 days following receipt of the notification by government from the Tłįchǫ

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
11. Refer for resolution under chapter 6 of the Tłįchǫ Agreement the question as to whether a course of action proposed by the Tłįchǫ Government or government will avoid the perceived threat to the objectives of the Tłįchǫ Plan	Tłįchǫ	after receipt of notification from government that they do not agree with what should be done to avoid the perceived threat, or after 60 days following receipt of the notification by government from the Tłįchǫ

ISA PROVISIONS ADDRESSED:

6.1 If the Tłįchǫ Government is of the opinion that an action of government related to health, education, welfare, family and other social programs and services may impact on Tłįchǫ language or the culture or way of life of the Tłįchǫ First Nation, the Tłįchǫ Government shall notify government within a reasonable time and government shall review with the Tłįchǫ Government the action and the perceived impact.

6.2 The Tłįchǫ Government may, after consultation with government, establish the Tłįchǫ Plan to describe how Tłįchǫ language and the culture and way of life of the Tłįchǫ First Nation are to be respected and promoted in relation to health, education, welfare, family and other social programs and services in Tłįchǫ communities or on Tłįchǫ lands.

6.3 If the Tłįchǫ Government is of the opinion that an action of government may pose a threat to the objectives described in the Tłįchǫ Plan, it shall notify government of its concerns and provide to government specific proposals as to how government can avoid the perceived threat. Government shall review with the Tłįchǫ Government its concerns and proposals.

6.4 If government has not agreed that the action complained of by the Tłįchǫ Government may pose a threat to the objectives of the Tłįchǫ Plan, the Tłįchǫ Government may refer the question as to whether the action may pose a threat for resolution under chapter 6 of the Tłįchǫ Agreement.

6.5 If government and the Tłįchǫ Government have not agreed on what should be done to avoid the perceived threat posed by an action of government, the Tłįchǫ Government may refer for resolution under chapter 6 of the Tłįchǫ Agreement the question as to whether a course of action proposed by the Tłįchǫ Government or government will avoid the threat.

6.6 If, when the Tłįchǫ Government refers the question referred to in 6.5 for resolution under chapter 6 of the Tłįchǫ Agreement, government has not agreed that the action complained of may pose a threat, the Tłįchǫ Government shall also refer that question under 6.4.

6.7 The Tłįchǫ Government may not make a referral under 6.4 or 6.5 before the expiration of 60 days after receipt by government of notification under 6.3.

6.8 The decision of an arbitrator resulting from a reference under 6.4 or 6.5 shall answer the question referred but may not order or impose any remedy or require government or the Tłįchǫ Government to take any action.

RELATED CLAUSES: chapter 6 of the Tłįchǫ Agreement

TŁĮCHǪ ISA **Sheet # ISA-4**

PROJECT: **Cultural coordinator**

RESPONSIBILITY: Government of the Northwest Territories - Ministry of Aboriginal Affairs (MAA), Tłįchǫ Government (Tłįchǫ), Canada - Department of Indian Affairs and Northern Development (DIAND), Cultural coordinator

PARTICIPANT / LIAISON: Government of the Northwest Territories - Education, Culture and Employment, Government of the Northwest Territories - Health and Social Services

	ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1.	Initiate discussions towards identifying a cultural coordinator, taking into consideration factors in 8.3	Tłįchǫ, MAA, DIAND	as soon as possible
2.	Jointly appoint a cultural coordinator	Tłįchǫ, MAA, DIAND	as soon as possible following the effective date
3.	Submit an annual budget for the operation of the cultural coordinator office to the parties for their approval	cultural coordinator	at least 45 days prior to the beginning of the new fiscal year
4.	Establish an office, with an assistant	cultural coordinator	following appointment
5.	Provide advice to the parties, including at the request of any party, and conduct any study and produce any report related to the Tłįchǫ language or to the culture and way of life of the Tłįchǫ First Nation that is requested jointly by the parties	cultural coordinator	at discretion, or on request of the parties
6.	Provide a written report to the parties that includes information and recommendations concerning the subjects listed in 8.7	cultural coordinator	once every three years, on a date agreed to by the parties

ISA PROVISIONS ADDRESSED:

8.1 As soon as possible after the effective date, a cultural coordinator shall be appointed jointly by the parties to advise the parties on how to use their respective powers in ways that respect and promote Tłįchǫ language and the culture and way of life of the Tłįchǫ First Nation.

8.3 The cultural coordinator shall be resident in the NWT, fluent in the Tłįchǫ language and familiar with the culture and way of life of the Tłįchǫ First Nation.

8.5 The cultural coordinator shall, from time to time, provide advice to the parties and each of the parties may, from time to time, seek the advice of the cultural coordinator.

8.6 The cultural coordinator shall provide any advice, conduct any study and produce any report related to the Tłįchǫ language or to the culture and way of life of the Tłįchǫ First Nation that is requested jointly by the parties.

8.7 In addition to any report requested under 8.6, the cultural coordinator shall provide to the parties, once every three years, a written report that includes information and recommendations concerning

(a) the actions or inactions of the parties that have an impact on the Tłįchǫ language or on the culture and way of life of the Tłįchǫ First Nation;

(b) the manner in which communications among the parties is operating or needs to be improved so as to achieve the objective of promoting and respecting the Tłįchǫ language and the culture and way of life of the Tłįchǫ First Nation;

(c) the ability of the Tłįchǫ cultural coordinator to carry out his/her duties and any changes that should be made to the cultural coordinator's mandate; and

(d) the Tłįchǫ language and the level of the cultural activities of the Tłįchǫ First Nation.

8.8 The cultural coordinator shall submit an annual budget for the operation of the office to the parties for their approval. The costs of the coordinator incurred in accordance with an approved budget shall be borne equally by the parties.

RELATED CLAUSES: ISA 8.2, ISA 8.4

FUNDING:

1. The costs of the coordinator incurred in accordance with an approved budget shall be borne equally by the parties.

2. The cultural coordinator may submit the annual budget to the Tłįchǫ Government, who will coordinate approval by the parties.

3. Identified funding:

Year 1	Year 2	Year 3	Year 4	Year 5
190,840	180,340	180,340	180,340	180,340

Year 6	Year 7	Year 8	Year 9	Year 10
180,340	180,340	180,340	180,340	180,340

PLANNING ASSUMPTIONS:

1. The Ministry of Aboriginal Affairs will consult with Health and Social Services and with Education, Culture and Employment, prior to the appointment of the Cultural Coordinator.

COST WORKSHEET - CULTURAL COORDINATOR

Project: CULTURAL COORDINATOR										2002 constant dollars
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
STAFF -										
Cultural Coordinator	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000
Other junior staff	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000
Benefits	23,400	23,400	23,400	23,400	23,400	23,400	23,400	23,400	23,400	23,400
Professional Development	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400
Travel	4,800	4,800	4,800	4,800	4,800	4,800	4,800	4,800	4,800	4,800
Meals & incidentals	2,720	2,720	2,720	2,720	2,720	2,720	2,720	2,720	2,720	2,720
Accommodations	2,880	2,880	2,880	2,880	2,880	2,880	2,880	2,880	2,880	2,880
OFFICE / SUPPLIES / EQUIPMENT -										
Rent	9,240	9,240	9,240	9,240	9,240	9,240	9,240	9,240	9,240	9,240
Office supplies / postage	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500
Phone / fax / e-mail	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400
Computer / printer / software	5,000									
Journals / Library	500	500	500	500	500	500	500	500	500	500
Furniture	6,000									
Miscellaneous (up-grading)		500	500	500	500	500	500	500	500	500
GENERAL										
Other expertise / studies / reports	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
	190,840	180,340	180,340	180,340	180,340	180,340	180,340	180,340	180,340	180,340

COST WORKSHEET NOTES

- Travel costed on basis of 6 trips of 3 day duration from Rae to interior communities
- Travel costs averaged at $300 for return flights (Yellowknife to interior communities) and $100 if driving (Rae to Yellowknife)
- Benefits are calculated as 19.5% of salaries
- Professional development is calculated at 2% of salaries
- Meal allowance for persons on travel status at federal northern rate of $58.25 per day
- Incidental allowance for persons on travel status at federal rate of $17.30 per day
- Accommodations for persons on travel status averaged at $120 per night
- Rent based on 33 sq. m. @ $280 per year per sq. m.
- Office supplies / postage, including photocopying, based on $750 per employee
- Phone / fax / e-mail based on $1,200 per employee
- Computer / printer / software purchase based on $2,500 per employee
- Office furniture based on $3,000 per employee
- Journals / Library based on $250 per employee
- Miscellaneous includes up-grading or replacement of furniture, equipment, computers, software, etc.

TŁĮCHǪ ISA **Sheet # ISA-5**

PROJECT: **Amendment of the Intergovernmental Services Agreement (ISA)**

RESPONSIBILITY: Tłı̨chǫ Government (Tłı̨chǫ), Government of the Northwest Territories - Ministry of Aboriginal Affairs (MAA), Canada - Department of Indian Affairs and Northern Development (DIAND)

PARTICIPANT / LIAISON: Government of the Northwest Territories - Education, Culture and Employment, Government of the Northwest Territories - Health and Social Services

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Amend the ISA in relation to a Government of the Northwest Territories program or service with the consent of the Tłı̨chǫ and MAA	Tłı̨chǫ, MAA	as consented to
2. Amend the ISA in relation to other programs or services with consent of the parties	Tłı̨chǫ, MAA, DIAND	as consented to
3. Notify the Tłı̨chǫ of intent to recommend enactment of legislation that will have the effect of amending the legislation establishing the Agency, in sufficient form and detail to allow the Tłı̨chǫ to prepare their views on the matter; provide a reasonable period of time in which they may prepare their views on the matter, and provide an opportunity to present their views	MAA	prior to recommending enactment of legislation to the Legislative Assembly
4. Review information provided and prepare and present views on the matter	Tłı̨chǫ	within reasonable period of time indicated in Activity 3
5. Give full and fair consideration to any views presented	MAA	after receiving views and before recommending legislation

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
6. Make decision and inform the Tłįchǫ of the decision	MAA	after giving full and fair consideration to views received
7. Recommend, to the Legislative Assembly, legislation that will have the effect of amending the legislation establishing the Agency	MAA	in accordance with decision

ISA PROVISIONS ADDRESSED:

9.2 This agreement may be amended with the consent of the parties except that any part of an Appendix that relates only to a Government of the Northwest Territories program or service may be amended with the consent of the Tłįchǫ Government and the Government of the Northwest Territories.

9.5 The Government of the Northwest Territories shall consult with the Tłįchǫ Government before recommending to the Legislative Assembly legislation that will have the effect of amending the legislation establishing the Agency.

PLANNING ASSUMPTIONS:

1. The Ministry of Aboriginal Affairs will work with Health and Social Services and with Education, Culture and Employment on any amendments to the ISA legislation.

TLĮCHǪ ISA **Sheet # ISA-6**

PROJECT: **Review and renewal of the Intergovernmental Services Agreement (ISA)**

RESPONSIBILITY: Government of the Northwest Territories - Education, Culture and Employment (EC&E), Government of the Northwest Territories - Health and Social Services (HSS), Government of the Northwest Territories - Ministry of Aboriginal Affairs (MAA), Tłı̨chǫ Government (Tłı̨chǫ), Canada - Department of Indian Affairs and Northern Development (DIAND)

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Conduct a review of the implementation of the ISA and of the Tłı̨chǫ Plan	Tłı̨chǫ, MAA, EC&E, HSS, DIAND	no later than two years after the effective date, and once every two years thereafter
2. Provide notice, in writing, to the other parties as to whether each party wishes to negotiate a renewal or replacement ISA	Tłı̨chǫ, MAA, DIAND	no later than two years prior to expiry of the ISA
3. Initiate negotiations with the intention of completing a renewal or replacement ISA, if the parties so decide	Tłı̨chǫ, MAA, EC&E, HSS, DIAND	as soon as possible following decision to renegotiate
4. Conclude and approve renewed or replacement ISA for the next planning period	Tłı̨chǫ, MAA, EC&E, HSS, DIAND	upon successful conclusion of renegotiations

ISA PROVISIONS ADDRESSED:

9.1 The parties shall conduct a review once every two years of the implementation of this agreement and of the Tłı̨chǫ Plan.

9.3 At least two years prior to the expiration date of this agreement, each of the parties shall give notice to the others as to whether it wishes to negotiate a renewal or replacement agreement

9.4 If any of the parties notifies the other parties, by the eighth anniversary of the effective date, that it does not want this agreement to be renewed, this agreement shall expire on the 10th anniversary of the effective date unless it is renewed by the parties before that date. If none of the parties notifies the other parties, by the eighth anniversary of the effective date, that it does not want this agreement to be renewed, this agreement will continue in effect until the 20th anniversary of the effective date, unless the parties agree otherwise.

RELATED CLAUSES: ISA 9.5, Tłįchǫ Agreement 7.10.5

ANNEX C

IMPLEMENTATION PLAN

ACTIVITY SHEETS FOR THE

TŁĮCHǪ COMMUNITY VENDORS AGREEMENT

(The Tłı̨chǫ Community Vendors Agreement
does not form part of the Tłı̨chǫ Agreement)

WILDLIFE HARVESTING RIGHTS - COMMUNITY VENDORS Sheet # 10a-1

PROJECT: **Appointment of Tłı̨chǫ community vendors**

RESPONSIBILITY: Government of the Northwest Territories - Resources, Wildlife and Economic Development - Superintendent of Wildlife in the Northwest Territories (Superintendent), Tłı̨chǫ Government (Tłı̨chǫ), community vendor nominee (nominee)

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Nominate persons for appointment as community vendors	Tłı̨chǫ	at discretion
2. Arrange training for nominees	Superintendent	following nominations
3. Undertake required training	nominee	as arranged by the Superintendent
4. Appoint nominees as community vendors	Superintendent	following successful completion of training
5. Provide direction to and monitor actions of community vendors	Superintendent	ongoing, following appointment of community vendors

OBLIGATIONS ADDRESSED:

1. The Superintendent shall appoint, as Tłı̨chǫ community vendors, persons nominated by the Tłı̨chǫ Government, to issue export permits and identification documents in Tłı̨chǫ communities.
2. Before issuing export permits or identification documents, Tłı̨chǫ community vendors shall complete a training course approved by the Superintendent respecting the issuance of such permits and documents. The Superintendent shall arrange for this training.
3. Community vendors must act in accordance with legislation and directions from the Superintendent. If they do not, the Superintendent can take disciplinary action including revoking the appointment of an individual.

WILDLIFE HARVESTING RIGHTS - COMMUNITY VENDORS **Sheet # 10a-2**

PROJECT: **Issuance of identification documents and export permits**

RESPONSIBILITY: Tłı̨chǫ community vendors

PARTICIPANT / LIAISON: Tłı̨chǫ Citizen, person seeking permit, Government of the Northwest Territories - Resources, Wildlife and Economic Development - Superintendent of Wildlife in the Northwest Territories, Canada - Department of the Environment - Canadian Wildlife Service.

ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
1. Issue identification documents to Tłı̨chǫ Citizens, on application, in accordance with 8(a) of the Community Vendors Agreement	Tłı̨chǫ community vendors	following appointment
2. Issue export permits to any person, in accordance with the Tłı̨chǫ Agreement, the Community Vendors Agreement and any direction from the Superintendent or applicable legislation	Tłı̨chǫ community vendors	following appointment

OBLIGATIONS ADDRESSED:

7. Tłı̨chǫ community vendors shall be authorized to issue, in a Tłı̨chǫ community,

    (a) identification documents to Tłı̨chǫ Citizens who have harvested wildlife in accordance with 10.1.1 of the Tłı̨chǫ Agreement; and

    (b) export permits to any person.

8. Tłı̨chǫ community vendors shall use the prescribed form for identification documents and export permits and perform their functions in accordance with legislation and any directions from the Superintendent.

RELATED CLAUSES: 10.1.1, Tłı̨chǫ Community Vendors Agreement, section 3, Tłı̨chǫ Community Vendors Agreement, section 9:

> "export permit" means the permit that is issued for the transportation of dead wildlife outside of the Northwest Territories to a place in Canada pursuant to subsection 59(1) of the Northwest Territories *Wildlife Act*.

"identification document" means a document issued to identify wildlife as having been harvested under 10.1.1 of the Tłįchǫ Agreement by a Tłįchǫ Citizen.

WILDLIFE HARVESTING RIGHTS - COMMUNITY VENDORS **Sheet # 10a-3**

PROJECT:	**Review and amendment of the Community Vendors Agreement**
RESPONSIBILITY:	Tłı̨chǫ Government (Tłı̨chǫ), Government of the Northwest Territories - Resources, Wildlife and Economic Development (RWED), Canada - Department of the Environment - Canadian Wildlife Service (CWS)

ACTIVITIES	**RESPONSIBILITY**	**TIMING GUIDELINES**
1. Request a review of the Tłı̨chǫ Community Vendors Agreement	Tłı̨chǫ, RWED, CWS	at discretion
2. Undertake a review of the Tłı̨chǫ Community Vendors Agreement	Tłı̨chǫ, RWED, CWS	upon request of any Party, following amendment of relevant legislation, or after five years, whichever is sooner
3. Negotiate to seek agreement on amendments to the Tłı̨chǫ Community Vendors Agreement	Tłı̨chǫ, RWED, CWS	following review of the agreement, or upon agreement of the Parties
4. Amend the Tłı̨chǫ Community Vendors Agreement, if agreement is reached	Tłı̨chǫ, RWED, CWS	as agreed by the Parties
5. Recommend amendments to federal or territorial legislation to make it consistent with 10.4.1 of the Tłı̨chǫ Agreement and this agreement	RWED, CWS	at time of settlement legislation or as soon as possible following effective date, and as otherwise required

OBLIGATIONS ADDRESSED:

4. This agreement may be reviewed at the request of any of the Parties, but shall be reviewed whenever the legislation affecting exporting of wildlife from the Northwest Territories is amended or five years after the effective date, whichever is sooner.

5. This agreement may be amended at any time by mutual consent of the parties as evidenced by the signature of, in the case of the Government of the Northwest Territories and the Government of Canada, their appropriate Ministers or their designates and, in the case of the Tłı̨chǫ Government, the Grand Chief or his or her designate.

6. The responsible ministers of the Government of the Northwest Territories and the Government of Canada shall recommend amendments to their legislation to make it consistent with 10.4.1 of the Tłįchǫ Agreement and this agreement.

RELATED CLAUSES: 10.4.1

ANNEX D

FINANCIAL PAYMENTS

PART 1. BOARDS AND COMMITTEES:

The annual sums shown hereunder represent the implementation funding required for the listed Boards and Committees to fulfil their duties as identified in the Tłı̨chǫ Claims and Self Government Agreement and in the Implementation Plan for the initial implementation period. Each Board and Committee listed will fulfil its duties within the budget identified. During the initial implementation period, should changes to the remuneration rates for appointees to boards and committees in the Northwest Territories be approved by the Minister of the Department of Indian Affairs and Northern Development, the boards' budgets will be reviewed on a case-by-case basis to determine the need for additional funding.

Subject to annual appropriation by Parliament, Canada will provide funding according to the following schedule:

2002 CONSTANT DOLLARS	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
ELIGIBILITY COMMITTEE	128,810	79,320	0	0	0
DISPUTE RESOLUTION	18,000	8,000	8,000	8,000	8,000
RENEWABLE RESOURCES BOARD	562,685	502,372	502,372	502,372	502,372
LAND AND WATER BOARD	628,773	568,573	568,573	568,573	568,573
TOTAL:	1,338,268	1,158,265	1,078,945	1,078,945	1,078,945

2002 CONSTANT DOLLARS	**Year 6**	**Year 7**	**Year 8**	**Year 9**	**Year 10**
ELIGIBILITY COMMITTEE	0	0	0	0	0
DISPUTE RESOLUTION	8,000	8,000	8,000	8,000	8,000
RENEWABLE RESOURCES BOARD	502,372	502,372	502,372	502,372	502,372
LAND AND WATER BOARD	568,573	568,573	568,573	568,573	568,573
TOTAL:	1,078,945	1,078,945	1,078,945	1,078,945	1,078,945

PART 2. WILDLIFE STUDIES:

The payment of the sum identified hereunder recognizes and discharges Canada's obligation with respect to providing funds for research pursuant to clauses 12.3.3(c) and 12.4.2(a) of the Tłı̨chǫ Agreement. The sum identified hereunder will be used by the Wek'èezhìı Renewable Resources Board to establish a Wildlife Studies Fund.

The Wildlife Studies Fund will be administered by the Wek'èezhìı Renewable Resources Board in such a manner that the fund shall not be at any time be less than the amount identified hereunder. The purpose of this provision is to secure that this fund will be preserved into the future. This provision may be reviewed and revised by the Implementation Committee on application of the Wek'èezhìı Renewable Resources Board. Any reallocation of funds by the Implementation Committee shall not include any reallocation of funds from the Wildlife Studies Fund.

It is agreed that resources of the Wildlife Studies Fund are to be used for the purposes of contributing information required by the Wek'èezhìı Renewable Resources Board to carry out its responsibilities. Given that management of wildlife is a responsibility shared with territorial and federal departments, efforts will be made to share wildlife research responsibilities.

The categories of research which will be eligible for funding from the Wildlife Research Fund will be research of wildlife populations, wildlife harvest and wildlife habitat in Wek'èezhìı. The Wek'èezhìı Renewable Resources Board will ensure that the projects which it funds or co-funds are consistent with current standards for scientific and traditional knowledge research.

Subject to appropriation by Parliament, Canada will provide funding according to the following schedule:

CURRENT DOLLARS:	**YEAR 1**
WILDLIFE STUDIES FUND:	$ 2,500,000

PART 3. CULTURAL COORDINATOR:

The annual sums identified hereunder represent the Parties' total combined contribution, to be shared equally among the three Parties, to the Cultural Coordinator to assist the Cultural Coordinator in the fulfilment of their responsibilities pursuant to the Tłįchǫ Intergovernmental Services Agreement. Subject to annual appropriation by the Parliament of Canada, by the Legislative Assembly of the Northwest Territories, and by the instrument designated for this purpose by the Constitution of the Tłįchǫ Government, the Parties will each provide one-third of the total funding according to the following schedule:

2002 CONSTANT DOLLARS	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
CULTURAL COORDINATOR					
Total Ongoing	180,340	180,340	180,340	180,340	180,340
Total One Time	10,500				

	Year 6	**Year 7**	**Year 8**	**Year 9**	**Year 10**
CULTURAL COORDINATOR					
Total Ongoing	180,340	180,340	180,340	180,340	180,340

PART 4. GOVERNMENT OF THE NORTHWEST TERRITORIES:

Subject to the Bilateral Funding Agreement Respecting the Implementation of the Tłı̨chǫ Agreement between the Government of Canada (Canada) and the Government of the Northwest Territories (GNWT) and subject to annual appropriation by Parliament, Canada will provide the GNWT with additional funding as described below to assist the GNWT in the fulfilment of its implementation activities as described in this Plan. These amounts will be adjusted in accordance with the Bilateral Funding Agreement.

2002 CONSTANT DOLLARS	**Pre-ED**	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
GOVERNMENT OF THE NORTHWEST TERRITORIES	1,000,000	1,500,000	1,500,000	500,000	500,000	500,000

	Year 6	**Year 7**	**Year 8**	**Year 9**	**Year 10**
GOVERNMENT OF THE NORTHWEST TERRITORIES	500,000	500,000	500,000	500,000	500,000

PART 5. ANNUAL ADJUSTMENT:

A. Annual Calculation of Net Transfer Amounts

The Annual Price Adjustment Factor (APAF) to be applied for a fiscal year is equal to the quotient obtained by taking the Final Domestic Demand Implicit Price Index (FDDIPI), for the third quarter of the calendar year immediately preceding the calendar year in which the new fiscal year for which the adjustment is being made begins, and dividing it by the FDDIPI for the third quarter of the calendar year prior to the immediately preceding calendar year.

The FDDIPI values used to calculate the Annual Price Adjustment Factor which is to be applied to determine the Funding Amount for a particular fiscal year will be the FDDIPI published by Statistics Canada immediately following the end of the third quarter of the calendar year immediately preceding the calendar year in which the particular fiscal year commences. In the event that there is a delay in publishing the third quarter statistics, then the Annual Price Adjustment Factor from the previous year, or an estimate as otherwise agreed by the Implementation Committee, may be used until the statistics are available, and any subsequent adjustments will be made prior to the disbursement of the next scheduled payment.

New fiscal year Funding Amount (FA) = previous year Funding Amount multiplied by the Annual Price Adjustment Factor (APAF), or

$$FA_y = FA_{y-1} \times APAF$$

where:

$$APAF = FDDIPI_{3Q\,y-1} / FDDIPI_{3Q\,y-2}$$

and where:

$FDDIPI_{3Qy-1}$ is the first published value of FDDIPI for the third quarter of the calendar year immediately preceding the calendar year in which the new fiscal year begins; and

$FDDIPI_{3Qy-2}$ is the value of FDDIPI for the third quarter of the calendar year prior to that immediately preceding (y-1) calendar year, which is published in the same publication and at the same time as the FDDIPI value used for 3Qy-1.

Once an Annual Price Adjustment Factor has been calculated, the result shall be final and shall not be subject to revisions, unless otherwise agreed by the Parties. For greater certainty, subsequent revisions, rebasing or other changes to FDDIPI figures used to calculate the Annual Price Adjustment Factor for fiscal years of this agreement shall not result in adjustments to the Annual Price Adjustment Factor for previous fiscal years.

B. Periodic or Irregular Payment Amounts

Where there are line items in a budget which do not appear in each consecutive year, then the Annual Price Adjustment Factor, as calculated above, shall be applied, cumulatively and unchanged, to determine the adjusted amount for any year in which that item appears.

C. Calculation of Effective Year (only) Funding Amounts

Funding amounts shown in 2002 dollars will be adjusted, to determine the funding for the effective year in accordance with the following calculation:

- for this one-time adjustment only, the adjustor will be the change in FDDIPI which would have applied as of April 1 of the effective year (i.e. third quarter of EY-1), over FDDIPI for the third quarter of 2001.

One-time adjustor = $FDDIPI_{3QEY-1} / FDDIPI_{3Q\,2001}$

using both FDDIPI values appearing in the same publication which contains the latest available annual value of FDDIPI.

Note: "FDDIPI" as used in this Implementation Plan refers to the *Canada Final Domestic Demand Implicit Price Index* as published regularly by Statistics Canada for the third quarter, on or about November 30 of each year, in CANSIM II Table 380-0003, Series D100466, and printed in Catalogue Number 13-001, matrix 10512, labelled as "Canada Implicit price index; Final Domestic Demand," or any successor index or publication.